

SDMS US EPA REGION V -1

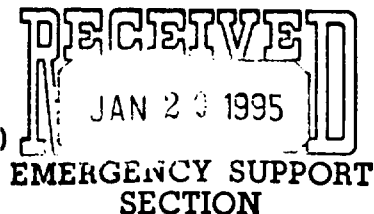
**SOME IMAGES WITHIN THIS
DOCUMENT MAY BE ILLEGIBLE
DUE TO BAD SOURCE
DOCUMENTS.**

Eagle
Marine
Industries, Inc.

SUITE 1725 • 200 NORTH BROADWAY • ST. LOUIS, MISSOURI 63102-2716 • 314/421-1153

January 19, 1995

Ms. Carol Graszer Ropski
Emergency Support Section
U.S. Environmental Protection Agency (HSE-5J)
77 West Jackson Boulevard
Chicago, Illinois 60604



RE: Combined Responses of Eagle Marine Industries, Inc.,
Riverport Terminal and Fleeting Company and
Fred H. Leyhe to Information Request
Dated December 16, 1994

Dear Ms. Graszer Ropski:

Please find enclosed the answers to your request for information pursuant to the letter of Richard C. Karl, Chief, Emergency & Enforcement Response Branch dated December 16, 1994, to the above-captioned Respondents. We have attempted to comply with the request in the time allowed to us, and will assure you if any other information comes to our attention or there is a change in any matter we will forward to you supplemental information in a timely manner.

We wish to advise that the information relative to the financial conditions of the Respondents and all of the tax returns submitted herein, with respect to any and all of the Respondents, are confidential and we are making said confidentiality claim pursuant to 40 C.F.R.2.203(b).

As an officer of Eagle Marine Industries and representative of the other Respondents answering herein, I wish to advise that I have made a diligent search of records and information pursuant to your request and have answered all questions, and responded to all document production to the best of my knowledge and belief.

If you need any additional information, please do not hesitate to contact me directly.

Very truly yours,

Richard D. Burke
Richard D. Burke
President

Exhibits
B+C
CBI

1/20/95
CWR

Enclosures

RDB:dmg

000000

ANSWERS TO USEPA INFORMATION REQUESTS

1. Mr. Donald Elsasser - Former Trustee, Cahokia Trust - 1718 Warson Estates, St. Louis, Missouri 63124.
2. A. See Exhibit A.
B. See Exhibit B.
C. Current assets and liabilities are set forth in Exhibit B, Consolidated Financial Statements of Eagle Marine Industries, Inc. and Subsidiary dated April 30, 1994. Richard D. Burke, President of Eagle Marine Industries, Inc. is the person currently responsible for such assets and liabilities on behalf of the corporation.
3. N/A.
4. N/A.
5. Notre Dame Fleeting and Towing Service, Inc., a corporation, was formed on April 14, 1961, the Articles of Incorporation were amended on December 4, 1973, and the name of the corporation was changed to Eagle Marine Industries, Inc.. Riverport Terminal and Fleeting Company was formed on November 12, 1974. On December 8, 1986, Riverport Terminal and Fleeting Company was merged into the James B. Eads Corporation, a company whose principal stockholder was Fred H. Leyhe. The James B. Eads Corporation owned the Lt. Robert E. Lee riverfront restaurant on the Mississippi River in St. Louis. The James B. Eads Corporation was merged with Eagle Marine Industries, Inc. on December 8, 1986.

Fred H. Leyhe is currently chairman of the Board of Eagle Marine Industries, Inc. He is the majority shareholder of Eagle Marine Industries, Inc. He was also the majority shareholder of James B. Eads Corporation and Riverport Terminal and Fleeting Company prior to the mergers in December 1986.

For the purpose of answering the information requests the respondents will be identified as follows in answers to information requests #6 through 26.

NDFT - Notre Dame Fleeting and Towing Service
EMI - Eagle Marine Industries, Inc.
RTF - Riverport Terminal and Fleeting Company
FHL - Fred H. Leyhe
TPC - The Pillsbury Co.
RCL - Rivercity Landscape Supply
CGB - Consolidated Grain and Barge Company

6. See Attachment Q.
7. See Exhibit C. - and answer to #5

007704

10. Prior Owner
Cahokia Trust
Robert H. McRoberts (successor trustee to Charles E. Richardson deceased)
Donald C. Elsasser and Russell P. Richardson, as trustees of Cahokia Trust, acting under deed dated December 26, 1928, and recorded in the Office of Recorder of Deeds, St. Clair County, Illinois in Book 723, page 371, as thereafter extended and modified and again extended by agreement dated December 17, 1968, and recorded as Document #A303205, and in Book 2155, Page 25, St. Clair County Records.
- A. December 1928 to April 1973.
B. Copy of Trustee's Deed Exhibit F and Exhibit H.
C. Unknown.
11. ABC.
1. The Cahokia Trust Properties leased the site to Paul Sauget and the Sauget and Co. in July 1972 for a municipal/sanitary landfill (see Exhibit I).
 2. Union Electric Company - operated a fly ash and pit ash pit at the site under an agreement with Cahokia Trust Properties from 1952 to 1973 (Exhibit J).
 3. On June 17, 1974 to June 1976, FHL and Louise K. Leyhe leased 12 acres at the site to Union Electric for the deposit of waste ash and cinders (see Exhibit K).
- D. Unknown.
E. Nothing more than was disclosed in documents at the time of purchase of the property and events noted in exhibits attached hereto.
12. No.
13. No.
14. A. See Exhibit L.
B. Various underground utilities (telephone, electric, water, etc. are located throughout the property. All of the utilities were installed by lessees on the property and exact locations are unknown as they have not been surveyed.
C. Approximate location of surface structures are shown on Exhibit M.
D. Unknown - no drilling by Respondent - See EPA studies and Expanded Site Studies.
E. None and Unknown - no drilling by Respondent - See EPA studies and Expanded Site Studies.
F. The Peavey Company is currently erecting eight grain storage bins above ground adjacent to its bulk grain terminal facility.
G. Included as various exhibits to the answers to information requests.
15. None. Except as to having the Sauget and Union Electric operations.
16. None. Respondent's have performed no testing except as noted in Exhibit P.

INDEX OF EXHIBITS

USED IN ANSWERS TO INFORMATION REQUESTS

- A. Copy of Article of Incorporation and By-Laws of Eagle Marine Industries, Inc. and Riverport Fleeting Inc.
- B. Financial Statements for the Past Five Years for Eagle Marine Industries, Inc.
- C. Copies of all Income Tax Returns Sent to the Federal Internal Revenue Service in the Last Three Years by Eagle Marine Industries, Inc. and Fred Leyhe.
- D. Plat Showing Boundaries of Site Parcels A & B.
- E. Baur Trucking Agreement.
- F. Cahokia Trust Properties, Trustees Deed.
- G. Notre Dame Fleeting & Towing Service Property Map.
- H. Notre Dame Fleeting & Towing Service Trustees Deed.
- I. Cahokia Trust Letter to Paul Sauget, Sauget & Co. July 1972.
- J. Union Electric Agreement with Cahokia Trust 1952-1973.
- K. Union Electric Agreement with Fred H. Leyhe & Louis K. Leyhe.
- L. Maps Showing Property Boundaries with Legal Description.
- M. Diagram of Surface Structures.
- N. Pillsbury Letter to Monsanto June 30, 1980.
- O. Monsanto Letter to Pillsbury May 30, 1980.
- P. Chemical Waste Management.
- Q. Insurance Policies.

007707

EXHIBIT A

ARTICLES OF INCORPORATION

OF

NOTRE DAME FLEETING & TOWING SERVICE, INC.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, being natural persons of the age of twenty-one years or more, and subscribers to the shares of the corporation to be organized pursuant hereto, for the purpose of forming a corporation under "The General and Business Corporation Act of Missouri", do hereby adopt the following Articles of Incorporation:

ARTICLE ONE

The name of the corporation is NOTRE DAME FLEETING & TOWING SERVICE, INC.

ARTICLE TWO

The address of its initial registered office in the State of Missouri is Foot of Carr Street, St. Louis, Missouri; and the name of its initial registered agent at such address is Fred H. Leyhe.

ARTICLE THREE

The aggregate number of shares of stock which the corporation shall have authority to issue shall be Three Hundred (300) of the par value of One Hundred Dollars (\$100.00) per share, amounting in the aggregate of Thirty Thousand Dollars (\$30,000.00).

ARTICLE FOUR

The number of shares to be issued before the corporation shall commence business is six (6) and the consideration to be paid therefor and the capital with which the corporation will commence business is Six Hundred Dollars (\$600.00), all of which has been paid up in lawful money of the United States.

ARTICLE FIVE

The names and places of residence of the shareholders and the number of shares subscribed by each are:

Fred H. Leyhe	330 Gill Avenue Kirkwood 22, Mo.	2 shares
Robert L. Meyer	1133 Indian Meadows Olivette, Mo.	2 shares
D. B. Arthur	1881 Charmwood Kirkwood 22, Mo.	2 shares

ARTICLE SIX

The number of the Board of Directors to be elected at the first meeting is three and the names agreed upon are Fred H. Leyhe, Robert L. Meyer and D. B. Arthur.

ARTICLE SEVEN

The duration of the corporation is perpetual.

ARTICLE EIGHT

The corporation is organized for the following purposes, to-wit:

To dock, fleet, store, maintain, service, load, unload, pump and refit all types of vessels, boats, barges, flats, and all types of marine floating equipment, powered and unpowered.

To tow, move, transport all types of vessels, boats, barges, flats, docks and all types of marine floating equipment powered and unpowered, for hire, lease, charter and contract.

To buy, own, rent, lease, mortgage, repair, exchange, maintain, build, service, use and sell both at retail and wholesale all types and kinds of vessels, boats, barges, flats, docks and all types of marine floating equipment, powered and unpowered, of every kind and nature.

To buy, own, build, construct, sell, lease, sublease, rent, trade, mortgage, improve, acquire, hold, convey, exchange, lend and hypothecate all manner and all kinds of real estate for sale or investment or if necessary or desirable in the furtherance of any or all of the purposes herein provided.

To apply for, obtain, register, purchase, lease or otherwise to acquire and to hold, use, operate and introduce, and to sell, assign or otherwise dispose of trade marks, trade names, patents, inventions, improvements and processes.

To do any and all acts and transact any and all business which shall be or may become incidental to or arise out of or be connected with the purposes herein described to the full extent that the same shall be or hereafter become authorized or permissible under any statute of the State of Missouri; applicable thereto, which is now or may hereafter be in force.

To purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of capital stock, bonds, securities or evidence of indebtedness, created by any other corporation or corporations in this State or any other State, country, nation or government, and while owner of said stock and bonds, to exercise all the rights, powers and privileges of ownership, including the right to vote thereon.

To purchase, hold, sell and transfer shares of its own capital stock.

To do all things necessary for and incident to the conduct of such business and permitted by the laws of the State of Missouri.

IN WITNESS WHEREOF, we have hereunto set our hands this 13 day of April, 1961.

Fred H. Leyhe
Fred H. Leyhe

Robert L. Meyer
Robert L. Meyer

D. B. Arthur
D. B. Arthur

000000

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 13 day of April, 1961, before me personally appeared Fred H. Leyhe, Robert L. Meyer and D. B. Arthur, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

[Signature]
Notary Public
FILED AND CERTIFICATE OF INCORPORATION ISSUED
APR 14 1961
CORPORATION DEPT. SECRETARY OF STATE

My term expires: Sept. 21, 1962

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

The undersigned, Fred H. Leyhe, Robert L. Meyer and D. B. Arthur, being all of the subscribers, including parties selected as directors of the first year, to the above and foregoing Articles of Incorporation for the incorporation of Notre Dame Fleeting & Towing Service, Inc., being duly sworn upon their oaths, each did say that the statements and matters set forth therein are true and that they know the property described therein and know the true value thereof which is the same as set forth therein.

[Signature]
Fred H. Leyhe
[Signature]
Robert L. Meyer
[Signature]
D. B. Arthur

Subscribed and sworn to before me this 13 day of April, 1961.

[Signature]
Notary Public

My term expires: Sept 21, 1962

FILED AND CERTIFICATE OF INCORPORATION ISSUED

APR 14 1961

-3-
[Signature]
CORPORATION DEPT. Secretary of State

007710



STATE of MISSOURI

JAMES C. KIRKPATRICK, Secretary of State

Corporation Division

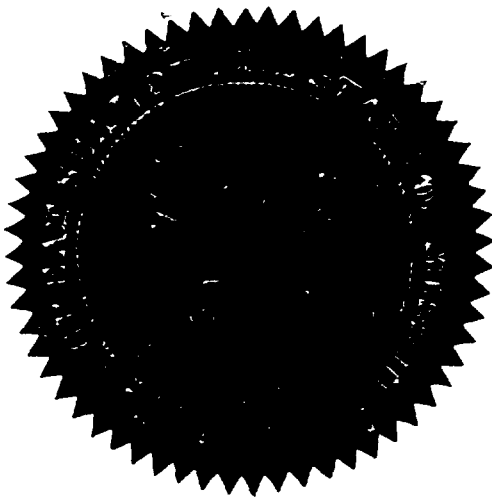
Certificate of Amendment

WHEREAS, ...EAGLE MARINE INDUSTRIES...INC...(FORMERLY:...NOTRE DAME FLEETING & TOWING SERVICE, INC.)
a corporation organized under The General and Business Corporation Law has delivered to me a Certificate of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the amendment of Articles of Incorporation under The General and Business Corporation Law.

NOW, THEREFORE, I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri, do hereby certify that I have filed said Certificate of Amendment as provided by law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the GREAT SEAL of the State of Missouri, at the City of Jefferson, this13.th day of ..December....., 19 73...

James C. Kirkpatrick
Secretary of State



shareholders or for any special meeting of the shareholders called by the Board of Directors. The shareholders may designate any place, either within or without the State of Missouri, as the place for the holding of such meeting, and may include the same in a waiver of notice of any meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the registered office of the corporation in the State of Missouri, except as otherwise provided in Section 5 of this article.

Section 4. Notice of Meetings: Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than thirty days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope addressed to the shareholder at his address as it appears on the records of the corporation, with postage thereon prepaid.

Section 5. Meeting of All Shareholders: If all of the shareholders shall meet at any time and place, either within or without the State of Missouri, and consent to the holding of a meeting, such meeting shall be valid, without call or notice, and at such meeting any corporate action may be taken.

Section 6. Closing of Transfer Books or Fixing of Record Date: The Board of Directors of the corporation may close its stock transfer books for a period not exceeding thirty days preceding the date of any meeting of shareholders, or the date for the payment of any dividend or for the allotment of rights, or the date when any exchange or reclassification of shares shall be effective; or, in lieu thereof, may fix in advance a date, not exceeding thirty days preceding the date of any meeting of shareholders, or to the date for the payment of any dividend or for the allotment of rights, or to the date when any exchange or reclassification of shares shall be effective, as the record date for the determination of shareholders entitled to notice of, or to vote at, such meeting, or shareholders entitled to receive payment of any such dividend or to receive any such allotment of rights, or to exercise rights in respect of any exchange or reclassification of shares; and the shareholders of record on such date of closing the transfer books, or on the record date so fixed, shall be the shareholders entitled to notice of and to vote at, such meeting, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights in the event of an exchange or reclassification of shares, as the case may be. If the Board of Directors shall not have closed the transfer books or set a record date for the determination of its stockholders entitled to vote as hereinabove provided, no person shall be admitted to vote directly

proxy, but no guardian, conservator, or trustee shall be entitled, as such fiduciary, to vote shares held by him without a transfer of such shares into his name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Section 12. Cumulative Voting: In all elections for directors, every shareholder shall have the right to vote, in person or by proxy, the number of shares owned by him, for as many persons as there are directors to be elected, or to cumulate said shares, and give one candidate as many votes as the number of directors multiplied by the number of his shares shall equal, or to distribute them on the same principle among as many candidates as he shall see fit.

Section 13. Informal Action by Shareholders: Any action required to be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

Directors

Section 1. General Powers: The business and affairs of the corporation shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications: The number of directors of the corporation shall be 3. Each director shall hold office for the term for which he is elected or until his successor shall have been elected and qualified.

Section 3. Regular Meetings: A regular meeting of the Board of Directors shall be held without other notice than this by-law, immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Missouri, for the holding of additional regular meetings with notice of such resolution to all directors.

Section 4. Special Meetings: Special meetings of the Board of Directors may be called by or at the request of the

ARTICLE IV

Officers

Section 1. Number: The officers of the corporation shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary and such other officers as may be elected in accordance with the provisions of this article. The President and the Vice-President or if there is more than one Vice-President, then at least one Vice-President shall be chosen from the Members of the Board of Directors. The remaining officers of the corporation need not be chosen from the Members of the Board, but they may be so chosen. The Board of Directors, by resolution, may create the offices of one or more assistant Treasurers and assistant Secretaries, all of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Vice-President.

All officers and agents of the corporation, as between themselves and the corporation, shall have such authority and perform such duties in the management of the property and affairs of the corporation as may be provided in the by-laws, or, in the absence of such provision, as may be determined by resolution of the Board of Directors.

Section 2. Election and Term of Office: The officers of the corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal: Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Vacancies: A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President: The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the

Vice-President, certificates for shares of the corporation, the issue of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 9. Assistant Treasurers and Assistant Secretaries: The assistant Treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. Assistant Secretaries and Treasurers, as thereunto authorized by the Board of Directors, may sign with the President or a Vice-President certificates for shares of the corporation, the issue of which shall have been authorized by a resolution of the Board of Directors. The assistant Treasurers and assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the President or the Board of Directors.

Section 10. Salaries: The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the corporation.

ARTICLE V

Contracts, Loans, Checks and Deposits

Section 1. Contracts: The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Loans: No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, etc.: All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits: All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

00715
C11200

ARTICLE X

Waiver of Notice

Whenever any notice whatever is required to be given under the provisions of these by-laws or under the provisions of the articles of incorporation or under the provisions of The General and Business Corporation Act of Missouri, waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI

INDEMNIFICATION OF OFFICERS AND DIRECTORS AGAINST LIABILITIES AND EXPENSES IN ACTIONS

Each director or officer, or former director or officer of this corporation, and his legal representatives, shall be indemnified by this corporation against liabilities, expenses, counsel fees and costs reasonably incurred by him or his estate in connection with, or arising out of, any action, suit, proceeding or claim in which he is made a party by reason of his being, or having been, such director or officer; and any person who, at the request of this corporation, served as director or officer of another corporation in which such corporation owned corporate stock, and his legal representatives, shall in like manner be indemnified by the corporation so requesting him to serve; provided that in neither case shall the corporation indemnify such director or officer with respect to any matters as to which he shall be finally adjudged in any such action, suit or proceeding to have been liable for negligence or misconduct in the performance of his duties as such director or officer. The indemnification herein provided for, however, shall apply also in respect of any amount paid in compromise of any such action, suit, proceeding or claim asserted against such director or officer (including expenses, counsel fees and costs reasonably incurred in connection therewith), provided the board of directors of the corporation shall have first approved such proposed compromise settlement and determined that the director or officer involved was not guilty of negligence or misconduct; but in taking such action any director involved shall not be qualified to vote thereon, and if for this reason a quorum of the board cannot be obtained to vote on such matter it shall be determined by a committee of three persons appointed by the shareholders at a duly called special meeting or at a regular meeting. In determining whether or not a director or officer was guilty of negligence or misconduct in relation to any such matters, the board of directors or committee appointed by shareholders, as the case shall be, may rely conclusively upon an opinion of independent legal counsel selected by such board or committee. Any compromise settlement authorized herein shall not be effective until submitted to and approved by a Court of competent jurisdiction. The right to indemnification herein provided shall not be exclusive of any other rights to which such director or officer may be lawfully entitled.

NEW PARAGRAPH:

"9. Indemnification of Officers and Directors: The corporation shall indemnify every director or officer, his heirs, personal representatives, executors and administrators, against expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the corporation, or at its request of any other corporation of which it is a stockholder or creditor and from which he is not entitled to be indemnified, except in relation to matters as to which he shall finally be adjudged in such action, suit or proceeding to be liable for negligence or misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the corporation is advised by counsel that the person to be indemnified did not commit such a breach of duty. The foregoing right of indemnification shall not be exclusive of other rights to which he may be entitled."

2116-0

AMENDMENT OF ARTICLES OF INCORPORATION

HONORABLE JAMES C. KIRKPATRICK
SECRETARY OF STATE
STATE OF MISSOURI
JEFFERSON CITY, MO 65101

BOOK 2535 PAGE 2317

Pursuant to the provisions of the General and Business Corporation Law of Missouri, the undersigned Corporation certifies the following:

The name of the Corporation is NOTRE DAME FLEETING & TOWING SERVICE, INC.

An amendment to the Corporation's Articles of Incorporation was adopted by the shareholders on December 4, 1973.

Article Number One is amended to read as follows:

"The name of the Corporation is EAGLE MARINE INDUSTRIES, INC."

Article Number Three is amended to read as follows:

"The aggregate number of shares of stock which the Corporation shall have authority to issue shall be: Five-Thousand (5,000) shares of common stock, each having par value of One-Hundred Dollars (\$100.00) per share, amounting in the aggregate to: Five-Hundred Thousand Dollars (\$500,000.00)."

Article Number Six is amended to read as follows:

"The number of members of the Board of Directors shall be two (2)."

Of the 12 shares outstanding, 12 of such shares were entitled to vote on such amendment. The number of outstanding shares of any class entitled to vote thereon as a class were as follows:

Class, common; Number of outstanding shares, 12.

The number of shares voted for and against the amendment was as follows:

CLASS	NUMBER VOTED FOR	NUMBER VOTED AGAINST
Common	12	None

IN WITNESS WHEREOF, the undersigned, Fred H. Leyhe, President, has executed this instrument and its Secretary has affixed its Corporate Seal hereto and attested said Seal on the 4th day of December, 1973.

007713

NOTRE DAME FLEETING & TOWING
SERVICE, INC.
a corporation

BY *Fred H. Leyhe*
Fred H. Leyhe, President



ATTEST:

BY *George H. Capps*
George H. Capps, Secretary

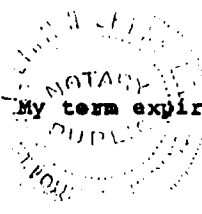
State of Missouri)
County of St. Louis) ss

I, *Fred H. Leyhe*, a Notary Public, do hereby
certify that on this 12 day of DECEMBER, 1973,
personally appeared before me, Fred H. Leyhe, who being by me first
duly sworn, declared that he is the President of Notre Dame
Fleeting & Towing Service, Inc., that he signed the foregoing
document as President of Notre Dame Fleeting & Towing Service, Inc., and that the statements
therein contained are true.

FILED AND CERTIFICATE
1229ED
DEC 13 1973

DEC 13 1973

RECEIVED OF STATE



My term expires: 9/27/73

Notary Public

FILED AND CERTIFICATE
1229ED
DEC 13 1973

DEC 13 1973

James G. Kirkpatrick
CORPORATION DEPT. SECRETARY OF STATE

FILED AND CERTIFICATE
ISSUED

DEC 13 1973

James G. Kirkpatrick
CORPORATION DEPT. SECRETARY OF STATE

007719

No. 172780



STATE of MISSOURI
JAMES C. KIRKPATRICK, Secretary of State

Corporation Division

Certificate of Incorporation

WHEREAS, duplicate originals of Articles of Incorporation of
RIVER PORT FLEETING, INC.

have been received and filed in the office of the Secretary of State, which Articles, in all respects, comply with the requirements of The General and Business Corporation Law:

NOW, THEREFORE, I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri, by virtue of the authority vested in me by law, do hereby certify and declare
RIVER PORT FLEETING, INC.

a body corporate, duly organized this day and that it is entitled to all rights and privileges granted corporations organized under The General and Business Corporation Law; that the address of its initial Registered Office in Missouri is Suite 653

7701 Forsyth Boulevard Clayton, Missouri 63105

that its period of existence is perpetual; and that the

amount of its Authorized Shares is
1,000 shares common stock \$100.00 par value

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the GREAT SEAL of the State of Missouri, at the City of Jefferson, this 12th day of November, 1974

James C. Kirkpatrick
Secretary of State

RECEIVED OF: RIVER PORT FLEETING, INC.
Eighty-eight and no/100 Dollars, \$88.00

For Credit of General Revenue Fund, on Account of Incorporation Tax and Fee.

No. 172780

CORP NO 13

Donald J. Miller
Deputy Collector of Revenue

007720



STATE of MISSOURI
JAMES C. KIRKPATRICK, Secretary of State

Corporation Division

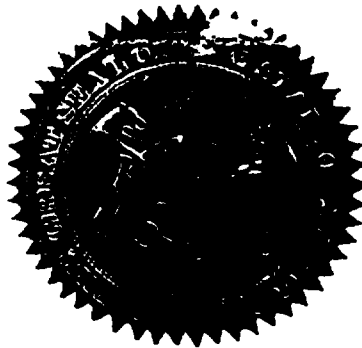
Certificate of Amendment

WHEREAS, RIVERPORT TERMINAL AND FLEETING COMPANY (FORMERLY: RIVER PORT FLEETING, INC.)
a corporation organized under The General and Business Corporation Law has delivered to me a Certificate of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the amendment of Articles of Incorporation under The General and Business Corporation Law.

NOW, THEREFORE, I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri, do hereby certify that I have filed said Certificate of Amendment as provided by law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the GREAT SEAL of the State of Missouri, at the City of Jefferson, this 28th, day of OCTOBER, 19 77.

James C. Kirkpatrick
Secretary of State



RECEIVED OF: Riverport Terminal And Fleeting Company
Three Dollars and no/100----- Dollars, \$ 3.00

For Credit of General Revenue Fund, on Account of Amendment Fee.

No.100172780.....

Dorothy Mae Miller
Deputy Collector of Revenue



State of Missouri . . . Office of Secretary of State

JAMES C. KIRKPATRICK, Secretary of State

Amendment of Articles of Incorporation

(To be submitted in duplicate by an attorney)

HONORABLE JAMES C. KIRKPATRICK
SECRETARY OF STATE
STATE OF MISSOURI
JEFFERSON CITY, MO. 65101

Pursuant to the provisions of The General and Business Corporation Law of Missouri, the undersigned Corporation certifies the following:

(1) The name of the Corporation is RIVER PORT FLEETING, INC.

The name under which it was originally organized was RIVER PORT FLEETING, INC.

(2) An amendment to the Corporation's Articles of Incorporation was adopted by the shareholders
on October 6, 1977

(3) Article # 1 is amended to read as follows:

RIVERPORT TERMINAL AND FLEETING COMPANY

FILED AND CERTIFICATE
ISSUED

OCT 23 1977

Corporation Dept. SECRETARY OF STATE

(If more than one article is to be amended or more space is needed attach fly sheet)

007722

(4) Of the 500 shares issued and outstanding, 500 of such shares were entitled to vote on such amendment.

The number of outstanding shares of any class entitled to vote thereon as a class were as follows:

Class	Number of Outstanding Shares
Common	500

(5) The number of shares voted for and against the amendment was as follows:

Class	No. Voted For	No. Voted Against
Common	500	500

(6) If the amendment changed the number or par value of authorized shares having a par value the amount in dollars of authorized shares having a par value as changed is:

If the amendment changed the number of authorized shares without par value, the authorized number of shares without par value as changed and the consideration proposed to be received for such increased authorized shares without par value as are to be presently issued are:

(7) If the amendment provides for an exchange, reclassification, or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, the following is a statement of the manner in which such reduction shall be effected:

007723

IN WITNESS WHEREOF, the undersigned, Fred H. Layhe
President or

..... has executed this instrument and its
Vice President

Secretary has affixed its corporate seal hereto and
Secretary or Assistant Secretary

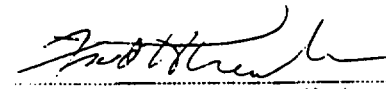
attested said seal on the .. 6th day of .. October .., 19 77

PLACE
CORPORATE SEAL
HERE

RIVER PORT FLEETING, INC.
(Name of Corporation)

ATTEST:


(Secretary or Asst. Secretary)

By 
(President or Vice-President)
Fred H. Layhe

Joseph M. Kortenhof
STATE OF MISSOURI }
COUNTY OF ST. LOUIS } ss.

I, Maxine Y. Tubbs, a notary public,

do hereby certify that on this 6th day of October, 1977,

personally appeared before me Fred H. Layhe,

who, being by me first duly sworn, declared that he is the President

of River Port Fleeting, Inc.

that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.


Notary Public
Maxine Y. Tubbs

(NOTARIAL
SEAL)

My commission expires 4-28-78

FILED AND CERTIFICATE
ISSUED

OCT 23 1977


CORPORATION DEPT. SECRETARY OF STATE



STATE OF MISSOURI

ROY D. BLUNT, Secretary of State

CORPORATION DIVISION

*original in
file*

Certificate of Merger — Missouri Corporation Surviving

WHEREAS, Articles of Merger of the following corporation:

Name of Corporations RIVERPORT TERMINAL AND FLEETING COMPANY (#00172780)

INTO:

JAMES B. EADS, INCORPORATED (#00126806)

Organized and Existing Under Law of Missouri

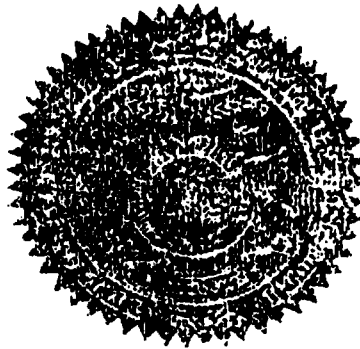
have been received, found to conform to law, and filed

NOW, THEREFORE I, ROY D. BLUNT, Secretary of State of the State of Missouri, issue this Certificate of Merger, certifying that the merger of the aforementioned corporations is effected, with

JAMES B. EADS, INCORPORATED (#00126806)

as the surviving corporation

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the GREAT SEAL of the State of Missouri, Done at the City of Jefferson, this 26th day of December, 1956



Roy D. Blunt
Secretary of State

RECEIVED OF: JAMES B. EADS, INCORPORATED

Twenty-five and no/100 Dollars, \$ 25.00

For Credit of General Revenue Fund on Account of Amusement Fee

No. #00126806

Page 1 of 1

007705

EXHIBIT I

007706

LEO SAUGET
PRESIDENT

PAUL SAUGET
SECRETARY AND MANAGER

Sauget and Company

2902 MONSANTO AVENUE
SAUGET, ILLINOIS 62206



337-5207

337-1600

July 7, 1972

Mr. Don C. Elsaesser
135 North Meramec
St. Louis, Missouri

Dear Mr. Elsaesser:

As per our telephone conversation on July 6, I would like to lease the old Milan landfill site for a sanitary landfill.

✓ It will be operated in accordance with the Rules and Regulations of the State of Illinois Environmental Protection Agency.

This area is in the Village limits of Cahokia, which has an ordinance regulating landfills. A license or permit would have to be obtained from the Village.

I would pay \$100.00 per month for the lease beginning approximately September 1, 1972 and continue until I would have to stop dumping or until the site would be filled. Before I start any filling I will have to do some excavating in accordance with the Rules and Regulations of the Illinois Environmental Protection Agency.

Sincerely,

Paul Sauget
PAUL SAUGET

PS/bjl

007727

CAHOKIA TRUST PROPERTIES

(Mississippi River Industrial Sites)

Cahokia, Illinois and Monsanto, Illinois

~~200 Maryland Avenue~~ ST. LOUIS, MISSOURI 63105 • PA 1-4000

135 North Meramec Avenue

863-5005

July 14, 1972

Mr. Paul Sauget
Sauget and Company
2902 Monsanto Avenue
Sauget, Illinois 62206

Re: Old Milam Land Fill Site
Cahokia, Illinois

Dear Mr. Sauget:

In accordance with our prior conversations and your letter proposal of July 7, 1972, we are agreeable to permit you and Sauget and Company to use the above property for a land fill site providing:

1. You operate said land fill in accordance with the Rules and Regulations of the State of Illinois Environmental Protection Agency and any other Governmental agency having jurisdiction and;
2. The Rules and Regulations and Ordinances of St. Clair County and;
3. Providing you operate same in accordance with the ordinances of the Village of Cahokia, Illinois and secure the necessary licenses or permits from said Village and;
4. That you provide the Cahokia Trust and it's Trustees, Charles E. Richardson, Donald C. Elsaesser, and Russell R. Richardson a Liability Policy indemnifying them against any liability as a result of any injury to persons and/or property in connection with said land fill operations on properties owned by Cahokia Trust.

The rental of said land site will be on a month to month basis and will be subject to a 30 day cancellation notice in event said property is sold.

Approved: July 21, 1972

Date

SAUGET AND COMPANY

By: Paul Sauget
Paul Sauget

CAHOKIA TRUST

By:

Donald C. Elsaesser

Co-Trustee

Charles E. Richardson
Co-Trustee

007728

CAHOKIA TRUST PROPERTIES

(Mississippi River Industrial Sites)

Cahokia, Illinois and Monsanto, Illinois

~~8201 MARYLAND AVENUE~~ • ST. LOUIS, MISSOURI 63105 • ~~PA-1-6000~~

135 No. Meramec Avenue

863-5005

April 4, 1973

Mr. Paul Sauget
Sauget and Company
2902 Monsanto Avenue
Sauget, Illinois 62206

Dear Mr. Sauget:

This is to officially advise you that on Monday, April 2, 1973 the Trustees of Cahokia Trust officially closed the sales on Tract #4 (165.143 acres) and Tract #5 (635.868 acres) of the Cahokia Trust properties of which you are thoroughly familiar.

On Tract #4 the Trustee's Deed was delivered to Fred H. Leyhe.

On Tract #5 the Trustee's Deed was delivered to Notre Dame Fleeting & Towing Service, Inc. The sales were closed at Chicago Title Insurance Company in Belleville and the Deeds were duly recorded.

In accordance with the letter agreement dated July 14, 1972 by and between Trustees of the Cahokia Trust and Sauget and Company we are hereby giving you the 30 day cancellation notice required as per the last paragraph of this agreement, "The rental of said land site will be on a month to month basis and will be subject to a 30 day cancellation notice in event said property is sold".

As you recall on Monday, January 22, 1973, I brought Mr. Fred Leyhe and Mr. Dick Burke, both officers of Notre Dame Fleeting & Towing Service, Inc. to your office in Sauget Village for the purpose of meeting each other. We advised you at the time that both Tracts #4 and #5 were scheduled to close on April 2, 1973. We also went over with you the new surveys of both tracts that were completed in January by Elbring Surveying Co.

Mr. Fred Leyhe will be calling you in the near future to discuss with you any future plans on both parcels.

Enclosed is a copy of the agreement referred to above and dated July 14, 1972. Mr. Fred Leyhe's phone # is GA1-3575 and his address is:

Mr. Fred H. Leyhe, President
Notre Dame Fleeting & Towing Service, Inc.
Suite 1252
112 N. Fourth Street
St. Louis, Missouri 63102

007723

CAHOKIA TRUST PROPERTIES
(Mississippi River Industrial Sites)
Cahokia, Illinois and Monsanto, Illinois
8201 MARYLAND AVENUE • ST. LOUIS, MISSOURI 63105 • PA 1-6000

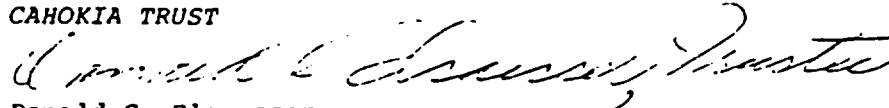
Page 2- Mr. Paul Sauget

Thanks very much for your many courtesies and cooperation in the past on these two parcels.

Paul, I am sure the same fine mutual cooperation will be achieved between you and Mr. Fred Leyhe from here on. Fred, as you know, is a fine gentleman and businessman and really wants to get these properties properly developed.

Sincerely,

CAHOKIA TRUST



Donald C. Elsaesser

DCE:cm
enc.

007730

THORNHILL-ELSAESSER, INC. REALTORS

135 NO. MERAMEC AVE • CLAYTON MO 63105 • PHONE (314) 863 5005
44 E FOUR SEASONS CENTER • CHESTERFIELD MO 63017 • PHONE (314) 469 6000

DONALD C. ELSAESSER
PRESIDENT

June 14, 1973

Mr. Fred H. Leyhe
President
Notre Dame Fleeting & Towing Service, Inc.
Suite 1252, Pierrce Building
112 North Fourth Street
St. Louis, Missouri 63101

Dear Fred:

I have just returned from a brief trip and was delighted to read in this morning's issue of the Globe Democrat a fine article by Ted Schafers, Business and Financial editor.

I agree heartily with everything my friend, Fred H. Leyhe, had to say about the Missouri and Illinois port facilities.

Enclosed is the tear sheet which I thought you might want to have for your scrap book on articles affecting river transportation.

I had a long talk this morning with Paul Sauget and he indicated that he was going to get in touch with you regarding possibilities of working out a new arrangement for dumping.

Looking forward to seeing you in the near future.

Best personal regards,

Sincerely,



D. C. Elsaesser

encl;
dm

My best to Dick!

007731

June 26, 1973

Mr. Donald C. Elsaesser
Thornhill-Elsaesser Agency
135 N. Meramec
St. Louis, Missouri 63105

Dear Don,

Thanks very much for your letter of June 14. I sincerely hope that we can do something constructive in connection with building up our port.

We have not heard from Paul Sauget since the last meeting, and then I learned that dumping was still continuing on my property. I was particularly pleased to get your letter in view of the fact that he was planning on getting in touch with me with the possibility in mind of working out new conditions for dumping.

In the meantime, our attorney has been to Springfield and visited with the EPA concerning our property. They were pleased at our approach, but particularly pleased that Paul had ceased land-filling operations on the property.

Our attorney, learning of the dumping being continued, immediately wrote Paul regarding this matter asking him to desist and call so that the matter could be discussed in more detail.

Any suggestions you have regarding this matter would be sincerely appreciated.

Kindest regards,

Fred H. Leyhe

FHL/sj

007732

June 15, 1973

Mr. Paul Saugst
c/o Saugst City Hall
Saugst, Illinois (727)

"Personal and Confidential"

Re: Saugst Landfill
Fred Lynde - House Home Erecting & Towing, Inc.

Dear Mr. Saugst:

We wish to advise that this office represents Mr. Fred Lynde and the "We're Done Erecting & Towing, Inc." If Lynde is now the present owner of Tract 4 and 5 which are noted on the enclosed plat. It is our understanding that you are operating a landfill on Tract 4 at 600 p.m. and the even though the property is not owned by you, Mr. Lynde has had access to the site there is no agreement at the present time between you company and we that you'll permit dumping on Tract 4. It is our fear of workers during this dumping is certainly at Tract 4 at the present time without the permission of Mr. Lynde or any officer of his company.

Further, we have been informed by the Environmental Protection Agency, not the type of dumping that is being performed is violative of several of 1961 standards. Therefore, please inform this letter our notice to you to cease immediately all of your landfill operations on the property owned by my client.

If you have any questions or wish to discuss the matter in more detail, please contact me.

Very truly yours,

Frank L. Hollenhorst

FLH/sb

Enclosures

007733

BAKER & SCRIVNER
ATTORNEYS-AT-LAW

July 11, 1980

Mr. Dick Burke
Eagle Marine Industries, Inc.
Suite 1754
112 North Fourth Street
St. Louis, Missouri 63102


Dear Mr. Burke:

I am advised that The Pillsbury Company has made a claim against someone as the result of finding a buried barrel during excavation on the premises it leases from you which you acquired from the Cahokia Trust several years ago and which are located in the Village of Sauget, St. Clair County, Illinois.

As you know, I have, for 10 years last past, represented Sauget & Co., a Delaware corporation. For at least 20 years prior to the time you acquired the property, it operated thereon a sanitary land fill.

It did not knowingly accept barrels containing any toxic, flammable or other hazardous material and it took reasonable steps to prevent any such barrels from being deposited without its knowledge.

Very truly yours,


HAROLD G. BAKER, JR.

HGBjr/mcm

cc: Hon. Paul Sauget

007131

Monsanto

LAW DEPARTMENT

Monsanto Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166
Phone: (314) 894-1000

July 9, 1980

JUL 11 1980

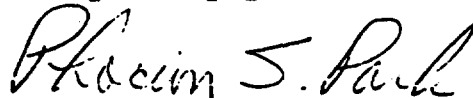
Mr. John H. Allen
The Pillsbury Company
608 Second Avenue South
Minneapolis, Minnesota 55402

Dear Mr. Allen:

Your letter dated June 30, 1980, alleging the presence of chemical waste is depriving Pillsbury of the use of a portion of property leased from Riverport Terminal & Fleeting Company, has been directed to me.

Please be assured that I will look into this matter promptly and will be in touch with you after having reviewed the situation. Please do not hesitate to call me should you desire to discuss the matter in the interim.

Very truly yours,



Phocion S. Park
Environmental Counsel

/kc

007735

July 21, 1980

Mr. Phocion S. Park
Environmental Counsel
Monsanto Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166

Dear Mr. Park:

This will acknowledge receipt of your letter of July 9, 1980, in response to my letter of June 30. As I stated in my letter, we are refraining from any further construction work in the subject area until we have some assurance that we can safely continue. We would, therefore, appreciate your early advice as to the status of this situation.

Thank you very much.

Very truly yours,

John H. Allen

JHA/J

cc: Chuck Buirge
Russ Bragg
Dick Wilbur
Carl Smith

007736

Monsanto

LAW DEPARTMENT

Monsanto Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166
Phone: (314) 694-1000

July 25, 1980

JUL 28 1980

John H. Allen, Esq.
The Pillsbury Company
Law Department
608 Second Avenue South
Minneapolis, Minnesota 55402

Dear Mr. Allen:

My investigation of the matter described in your June 30, 1980 letter addressed to Riverport Terminal & Fleeting Company and Monsanto Company indicates that the subject site is not owned by Monsanto Company. Mr. C. F. Buckley of Monsanto, who visited the site and commented upon it, was doing so as a favor to others. It would not appear that the condition of this site or actions taken with respect to it are the responsibility of Monsanto.

Should the information available to you differ from the situation which I have described above, I would be glad to discuss it further with you.

Yours very truly,

Phocion S. Park

Phocion S. Park
Environmental Counsel

jf

007737

August 5, 1980

Mr. Phocion S. Park
Environmental Counsel
Monsanto Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166

Dear Mr. Park:

This will acknowledge receipt of your letter of July 25, 1980, concerning the chemical waste discovered by a contractor for The Pillsbury Company on land adjacent to a land fill owned by Monsanto. We are very much aware that the chemical waste which was uncovered by the bulldozer was not located in the land fill itself but was on property leased by The Pillsbury Company adjacent to the Monsanto property.

Mr. Buckley of Monsanto who visited this site recognized some of the chemicals which were uncovered and gave the opinion that such chemicals were very likely destined for the Monsanto land fill but were inadvertently dumped on the adjacent site. Under these circumstances, it seems to us that Monsanto does have a responsibility to make sure that a hazardous condition does not exist as a result of the presence of these chemicals on Pillsbury's leased property. We would, therefore, appreciate it very much if you would give further consideration to this matter and advise us as to what action, if any, Monsanto intends to take. If Monsanto cannot give us any assurances with respect to the safety of this area and does not take the action to correct the problem, we will find it necessary to contact EPA to assist in making the property safe for our use.

Please advise at your earliest convenience as to Monsanto's position.

Very truly yours,

John H. Allen

JHA/J

007138

*Copy to file
0812*

THE PILLSBURY COMPANY

608 SECOND AVENUE SOUTH
MINNEAPOLIS, MINNESOTA 55402

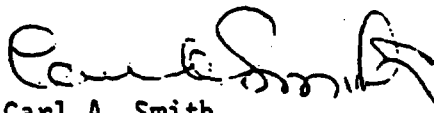
June 4, 1981

U. S. EPA Region #5
Sites Notification
Chicago, Illinois 60604

Dear Sir:

Enclosed is the "Notification of Hazardous Waste Site" form which is required by Section 103(c) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (Superfund).

Sincerely,



Carl A. Smith
Director Product Safety and
Regulatory Affairs
Agri-Products

Encl
CAS:lg

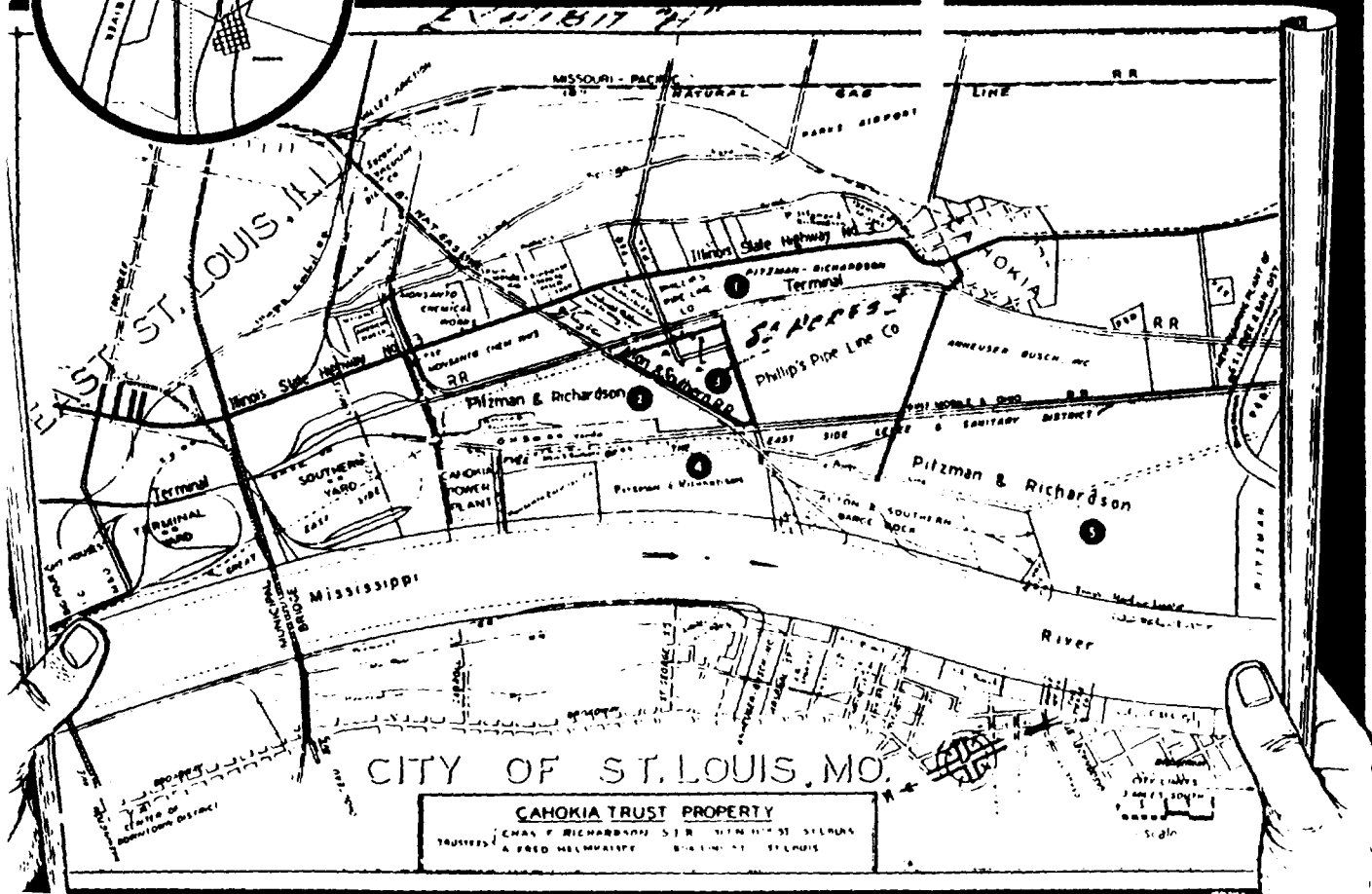
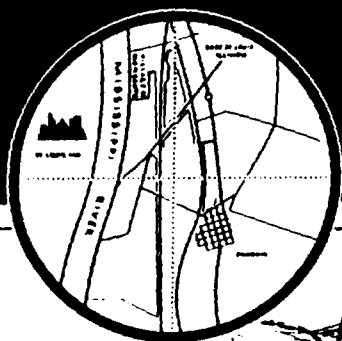
bc: D. Fisher
R. Wilbur
J. Lindau

007730

Now Available...

THE CAHOKIA TRUST PROPERTIES

THESE CHOICE SITES
ARE WAITING
in the heart
of this time-tested
DIVERSIFIED
INDUSTRIAL REGION



THESE NATIONAL MANUFACTURERS ARE YOUR "NEIGHBORS"

Alford Chemical & Dry Corp.	Anheuser Busch, Inc.	National Container Corp.
Alford Mills, Inc.	Cabot Corp.	National Lead Co.
Aluminum Co. of America	Don Chemical Co.	Oliver Matheson Chemical Co.
American Agricultural Chemical Co.	General Steel Castings Corp.	Owens-Illinois Glass Co.
American Brake Shoe Corp.	Gibson Co.	Shell Oil Co.
American Smelting & Refining Co.	Granite City Steel Co.	Sinkler Refining Co.
American Steel Foundries	International Shoe Co.	Society Vacuum Oil Co.
American Zinc Co. of Illinois	Laclede Steel Co.	Standard Oil Co. of Indiana
A. O. Smith Corp.	Louis Metals Co.	Swift & Co.
Armour & Co.	Monroe Chemical Co.	Virginia Carolina Chemical Corp.

YOU CAN SHARE THESE ADVANTAGES, TOO...

WATER... 129 billion gallons a day from the Mississippi River... plus sub-surface water from 335 square miles of water bearing area. Every city in the nation could draw its daily requirements from the Mississippi at St. Louis and still leave 86 billion gallons of water per day unused!

POWER AND FUEL... include an integrated electrical power plant of 2,700,000 KW capacity... plus tremendous Illinois and Kentucky coal fields... plus natural gas from Northern Louisiana

TRANSPORTATION... world's second largest rail center... nation's second largest truck center... world air traffic center... and center of inland waterways system.

INDUSTRIAL RAW MATERIALS... center of world's richest agricultural region... plus an abundance of coal, oil, fire clay, glass sand, iron ore, lead, barite, dolomite, limestone, pyrites and others

CONSTRUCTION... diversified production and resources results in low cost of major construction requirements... including all types of building materials.

MANUFACTURING COSTS... reasonable energy costs... plus supreme transportation facilities of this central location assures low cost of assembling raw materials

BASIC METALS... the nation's only industrial center that produces five basic metals: iron, lead, zinc, copper, and magnesium (from the world's largest magnesium rolling mill).

CONTAINERS... glass, tin, metal, cloth, plastic, wood, paper, and other types for all purposes from this major container manufacturing center

CHEMICALS... giant plants produce large quantities and a wide variety of basics and intermediates.

LOCAL GOVERNMENT... no burdensome expense for new community development... all city services and facilities provided for and supported by reasonable tax rate.

RELATION TO MARKETS... the most strategic location from which to serve all North American markets.

DIVERSIFICATION OF INDUSTRIAL ACTIVITY... only 8% of employed engaged in any one industry... a most stable economy in one of the world's most widely diversified industrial areas... producing over 4,451 of the products listed by U. S. Bureau of Census

CAHOKIA TRUST



TRUSTEES
CHAS. F. RICHARDSON, Secretary of Industrial Relations
317 North Eleventh Street, St. Louis 1, Mo.
Main 1-0457
A FRED HELMSTADT
One East Street, St. Louis 1, Mo.
Main 1-1004

007740

WHAT YOU WILL FIND IN THE CAHOKIA TRUST PROPERTIES...

Located directly south of the City of East St. Louis, Illinois, and directly across the Mississippi River from St. Louis, the Cahokia Trust Properties are contained in the small communities of Moruanto and Cahokia in St. Clair County, Illinois.

In the heart of the Metropolitan St. Louis area, with its population in excess of 1,900,000 people, the Cahokia Trust Properties are only 100 miles from the center of population of the United States. The economy of this area is very stable, being more diversified industrially than probably any other area in the nation.

The Cahokia Trust Properties are the largest privately owned industrial areas in Metropolitan St. Louis... a direct contrast to the Missouri side of the river where practically no industrial sites of any size are available.

Although the Properties are located in modern communities, a most favorable local tax situation prevails... and in addition, of course, there is no State Income Tax in Illinois.

We invite your attention to the following tract descriptions available as this folder goes to press. These sites are available as a unit, or as reasonable parts thereof.

...For your present and future industrial growth

It is only a small spot on the map... but there is perhaps no more strategic industrial location in all America!

Cahokia Trust Properties offer that rare combination of a top-flight industrial district... in the heart of a major metropolitan center. Centrally located, and at the crossroads of every modern transportation system, these tracts provide easy accessibility, in and out, for your plant.

Enjoy the many advantages of this healthy industrial atmosphere. Your neighbors are some of the nation's top manufacturers... your community is extremely industrial-minded, offering many benefits and privileges to the companies it shelters... your opportunity, for present and future growth is literally unlimited.

Only recently has this opportunity developed. And once these tracts are gone, there are no more.

If planning for expansion is part of your responsibility, this folder has been prepared to help you. We shall be glad to discuss it with you and your colleagues. And, we hope, you will investigate this opportunity fully.

WHICH TRACT FITS YOUR NEED?

TRACT No. 1. Approximately 90 acres, fronting on Illinois State Highway No. 3 with nearly a mile of road frontage. It is served on its entire western side by the Terminal Railroad (the joint belt-line of the 18 trunk lines entering the Metropolitan St. Louis area).

TRACT No. 2. Approximately 130 acres served by the Terminal Railroad, the Alton & Southern Railroad (a belt-line competing with the Terminal Railroad and serving the trunk lines entering St. Louis on the east side of the Mississippi River) and by the main line of the Gulf, Mobile & Ohio Railroad. This tract, in addition to being served by the usual utilities, has unusually large industrial sewer facilities.

TRACT No. 3. Approximately 80 acres served by the Terminal Railroad and the Alton & Southern Railroad; access to Highway No. 3 by private road.

TRACT No. 4. Approximately 130 acres served by the Alton & Southern Railroad. This tract has $\frac{1}{2}$ of a mile frontage on the Mississippi River and is without question the finest piece of riverfront property, with full riparian rights, in the Metropolitan St. Louis area.

TRACT No. 5. Approximately 650 acres, served by the Alton & Southern Railroad. It has over 4000 feet of frontage on the Mississippi River with full riparian rights.

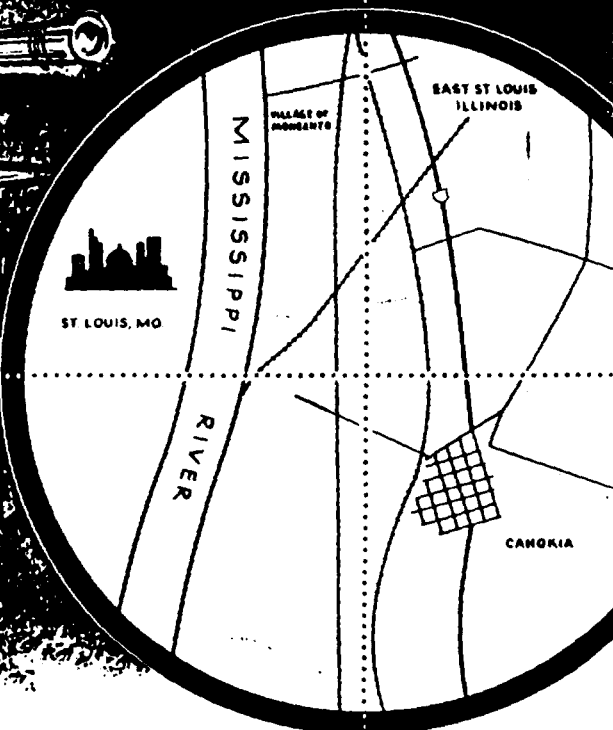
In addition to the properties listed above (and in adjacent locations), the Cahokia Trust has available several smaller tracts.

All utilities such as electric power, city water, gas, sewers, etc., are available to all of these properties and industrial water is available by sinking relatively shallow wells.

Almost 200 years ago...

PIERRE LACLEDE DISCOVERED THIS PERFECT INDUSTRIAL SITE

Explorer Laclede probably didn't have modern day industry in mind... but he did recognize the strategic advantages of the present Metropolitan St. Louis area. Of all the hundreds of miles of riverfront to select from, this was the point he settled. And today his judgment looks even better than ever.



Now... almost 200 years later...

THESE SITES ARE AVAILABLE FOR YOU

As valuable as this location is, many of these sites have never been available before for industrial development... It was only recently that these magnificent sites have been available to industry. Now, after almost 200 years, they form a rare opportunity for you.

CAHOKIA TRUST

TRUSTEES

CHAS. E. RICHARDSON, Society of Industrial Realtors,
317 North Eleventh Street, St. Louis 1, Missouri,
MAin 1 0952

A. FRED HELMKAMPF
804 Pine Street, St. Louis 1, Missouri, MAin 1 8366



All brokers recognized

Please type or print in ink. If you need additional space, use separate sheets of paper. Indicate the letter of the item which applies. **810609**

8/0609

IL # 259

ILS-000-001-280

Name Paul Sargent (Sargent and Co.)
Street 2700 Monsanto Ave
City Sargent State _____ Zip Code 62206

Name of Site Sauget - Sauget Landfill (Closed)
 Street Near Levee Rd + Monsanto Ave
 City Sauget County St. Clair State Ill. Zip Code 62201

FLD000722074

Name (Last, First and Title) Paul Sargent - Mayor
Phone: 618-337-5267

From (Year) 1962 To (Year) 1975

000175 JUN -981

JUN 12 1981

Waste Quantity:

Place an X in the appropriate boxes to indicate the facility types found at the site.

In the "total facility waste amount" space give the estimated combined quantity (volume) of hazardous wastes at the site using cubic feet or gallons.

In the "total facility area" space, give the estimated area size which the facilities occupy using square feet or acres.

Facility Type

1. ☐ Piles
2. ☐ Land Treatment
3. ☒ Landfill
4. ☐ Tanks
5. ☐ Impoundment
6. ☐ Underground Injection
7. ☐ Drums, Above Ground
8. ☒ Drums, Below Ground
9. ☐ Other (Specify) _____

Total Facility Waste Amount

cubic feet

gallons

655,200 G

Total Facility Area

square feet

?

acres

Known, Suspected or Likely Releases to the Environment:

Place an X in the appropriate boxes to indicate any known, suspected, or likely releases of wastes to the environment.

☐ Known ☐ Suspected ☐ Likely ☒ None

Note: Items Hand I are optional. Completing these items will assist EPA and State and local governments in locating and assessing hazardous waste sites. Although completing the items is not required, you are encouraged to do so.

Sketch Map of Site Location: (Optional)

Sketch a map showing streets, highways, routes or other prominent landmarks near the site. Place an X on the map to indicate the site location. Draw an arrow showing the direction north. You may substitute a publishing map showing the site location.

Description of Site: (Optional)

Describe the history and present conditions of the site. Give directions to the site and describe any nearby wells, springs, lakes, or housing. Include such information as how waste was disposed and where the waste came from. Provide any other information or comments which may help describe the site conditions.

Signature and Title:

The person or authorized representative (such as plant managers, superintendents, trustees or attorneys) of persons required to notify must sign the form and provide a mailing address (if different than address in item A). For other persons providing notification, the signature is optional. Check the boxes which best describe the relationship to the site of the person required to notify. If you are not required to notify check "Other".

Name

Street

City

Signature

B. J. Langford (Clayton Chem. Co.)

1050 Brentwood Blvd.

Clayton

State Mo

Zip Code 63105

Date 6-8-81

- ☐ Owner, Present
☐ Owner, Past
☐ Transporter
☐ Operator, Present
☐ Operator, Past
☒ Other

EPA Notification of Hazardous Waste Site

United States
Environmental Protection
Agency
Washington DC 20460

This initial notification information is required by Section 103(c) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 and must be mailed by June 9, 1981.

Please type or print in ink. If you need additional space, use separate sheets of paper. Indicate the letter of the item which applies.

810609

IL #109

1LS-000-001-095

A Person Required to Notify:

Enter the name and address of the person or organization required to notify.

Name The Pillsbury Company
Street 608 2nd Avenue South
City Minneapolis State Minn. Zip Code 55402

B Site Location:

Enter the common name (if known) and actual location of the site.

Name of Site East St. Louis (Sauget)
Street #10 Pitzman
City East St. Louis County St. Clair State Ill. Zip Code 62201

C Person to Contact:

Enter the name, title (if applicable), and business telephone number of the person to contact regarding information submitted on this form.

Name (Last, First and Title) Smith, Carl A.
Phone (612) 330-5165

D Dates of Waste Handling:

Enter the years that you estimate waste treatment, storage, or disposal began and ended at the site.

From (Year) 1959 To (Year) 1973

E Waste Type: Choose the option you prefer to complete

Option 1: Select general waste types and source categories. If you do not know the general waste types or sources, you are encouraged to describe the site in Item I—Description of Site.

General Type of Waste:
Place an X in the appropriate boxes. The categories listed overlap. Check each applicable category.

1. ☐ Organics
2. ☐ Inorganics
3. ☐ Solvents
4. ☐ Pesticides
5. ☐ Heavy metals
6. ☐ Acids
7. ☐ Bases
8. ☐ PCBs
9. ☒ Mixed Municipal Waste
10. ☒ Unknown
11. ☐ Other (Specify)

Source of Waste:
Place an X in the appropriate boxes.

1. ☐ Mining
2. ☐ Construction
3. ☐ Textiles
4. ☐ Fertilizer
5. ☐ Paper/Printing
6. ☐ Leather Tanning
7. ☐ Iron/Steel Foundry
8. ☒ Chemical, General
9. ☐ Plating/Polishing
10. ☐ Military/Ammunition
11. ☐ Electrical Conductors
12. ☐ Transformers
13. ☐ Utility Companies
14. ☒ Sanitary/Refuse
15. ☐ Photofinish
16. ☐ Lab/Hospital
17. ☒ Unknown
18. ☐ Other (Specify)

Option 2: This option is available to persons familiar with the Resource Conservation and Recovery Act (RCRA) Section 3001 regulations (40 CFR Part 261).

Specific Type of Waste:
EPA has assigned a four-digit number to each hazardous waste listed in the regulations under Section 3001 of RCRA. Enter the appropriate four-digit number in the boxes provided. A copy of the list of hazardous wastes and codes can be obtained by contacting the EPA Region serving the State in which the site is located.

000081 JUN -9 81

00774

Form Approved
OMB No. 2000-0138

EPA Form 8900-1

JUN 05 1981

F Waste Quantity:

Place an X in the appropriate boxes to indicate the facility types found at the site.

In the "total facility waste amount" space give the estimated combined quantity (volume) of hazardous wastes at the site using cubic feet or gallons.

In the "total facility area" space, give the estimated area size which the facilities occupy using square feet or acres.

Facility Type

1. ☐ Piles
2. ☐ Land Treatment
3. ☒ Landfill
4. ☐ Tanks
5. ☐ Impoundment
6. ☐ Underground Injection
7. ☐ Drums, Above Ground
8. ☒ Drums, Below Ground
9. ☐ Other (Specify) _____

Total Facility Waste Amount:

cubic feet Unknown

gallons _____

Total Facility Area

square feet _____

acres 40 A

G Known, Suspected or Likely Releases to the Environment:

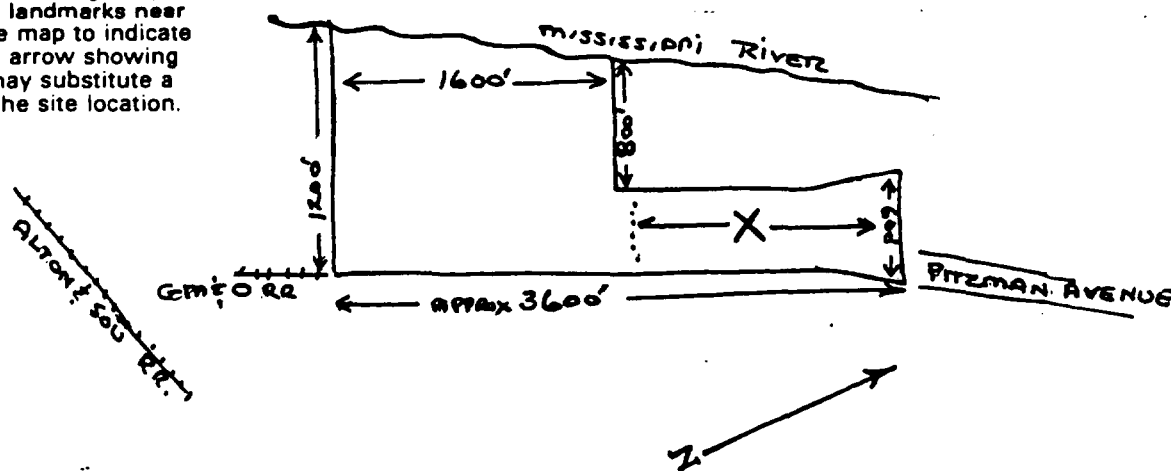
Place an X in the appropriate boxes to indicate any known, suspected, or likely releases of wastes to the environment.

☒ Known ☐ Suspected ☐ Likely ☐ None

Note: Items Hand I are optional. Completing these items will assist EPA and State and local governments in locating and assessing hazardous waste sites. Although completing the items is not required, you are encouraged to do so.

H Sketch Map of Site Location: (Optional)

Sketch a map showing streets, highways, routes or other prominent landmarks near the site. Place an X on the map to indicate the site location. Draw an arrow showing the direction north. You may substitute a publishing map showing the site location.

**I Description of Site: (Optional)**

Describe the history and present conditions of the site. Give directions to the site and describe any nearby wells, springs, lakes, or housing. Include such information as how waste was disposed and where the waste came from. Provide any other information or comments which may help describe the site conditions.

The Pillsbury Company leased this property as of September 1, 1979. Prior to our lease the property was in general use as a municipal waste disposal site. It is located next to a former disposal area operated by Monsanto which is now fenced off and posted "Danger - Unauthorized Personnel Keep Out". This area is that portion of property just west of our area designated by X above.

J Signature and Title:

The person or authorized representative (such as plant managers, superintendents, trustees or attorneys) of persons required to notify must sign the form and provide a mailing address (if different than address in item A). For other persons providing notification, the signature is optional. Check the boxes which best describe the relationship to the site of the person required to notify. If you are not required to notify check "Other".

Name The Pillsbury Company M330

Street 608 2nd Avenue South

City Minneapolis State Mn Zip Code 55402

Signature Care Smith

Date Jun 2, 1981

Director Safety and Remediation Activities

- ☐ Owner, Present
☐ Owner, Past
☐ Transporter
☒ Operator, Present
☐ Operator, Past
☐ Other

6412

EPA Notification of Hazardous Waste Site

United States
Environmental Protection
Agency
Washington DC 20460

This initial notification information is required by Section 103(c) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 and must be mailed by June 9, 1981.

Please type or print in ink. If you need additional space, use separate sheets of paper. Indicate the letter of the item which applies. **810609**

IL#407

ILS-000-001-277

A Person Required to Notify:

Enter the name and address of the person or organization required to notify.

Name Browning-Ferris Industries of St. Louis, Inc.

Street 11506 Bowling Green

City Crestwood

State Mo.

Zip Code 63114

B Site Location:

Enter the common name (if known) and actual location of the site.

Name of Site Sanger Landfill

Street Near Levee Rd & Monsanto Ave

City St. Louis County ST CLAIR State ILL. Zip Code 62208

C Person to Contact:

Enter the name, title (if applicable), and business telephone number of the person to contact regarding information submitted on this form.

Name (Last, First and Title) Wells, Tom - District Manager

Phone 615-522-8161

D Dates of Waste Handling:

Enter the years that you estimate waste treatment, storage, or disposal began and ended at the site.

From (Year) 1963

To (Year) 1970

E Waste Type: Choose the option you prefer to complete

Option 1: Select general waste types and source categories. If you do not know the general waste types or sources, you are encouraged to describe the site in Item I—Description of Site.

General Type of Waste:

Place an X in the appropriate boxes. The categories listed overlap. Check each applicable category.

1. ☒ Organics
2. ☒ Inorganics
3. ☒ Solvents
4. ☒ Pesticides
5. ☒ Heavy metals
6. ☒ Acids
7. ☐ Bases
8. ☐ PCBs

* 9. ☒ Mixed Municipal Waste

** 10. ☐ Unknown

11. ☒ Other (Specify)

* Sanitary sewage sludge with small quantities of unknown hazardous waste.

* Small quantities of unknown hazardous wastes mixed with industrial/commercial/municipal/household wastes.

Source of Waste:

Place an X in the appropriate boxes.

1. ☐ Mining
2. ☒ Construction
3. ☐ Textiles
4. ☒ Fertilizer
5. ☒ Paper/Printing
6. ☒ Leather Tanning
7. ☒ Iron/Steel Foundry
8. ☒ Chemical, General
9. ☒ Plating/Polishing
10. ☐ Military/Ammunition
11. ☐ Electrical Conductors
12. ☒ Transformers
13. ☒ Utility Companies
14. ☒ Sanitary/Refuse
15. ☒ Photofinish
16. ☐ Lab/Hospital
17. ☒ Unknown
18. ☐ Other (Specify)

Option 2: This option is available to persons familiar with Resource Conservation and Recovery Act (RCRA) Section 3 regulations (40 CFR Part 261).

Specific Type of Waste:

EPA has assigned a four-digit number to each hazardous waste listed in the regulations under Section 3001 of RCRA. Enter appropriate four-digit number in the boxes provided. A copy of the list of hazardous wastes and codes can be obtained by contacting the EPA Region serving the State in which the located.

000297 JUN-981



Browning-Ferris Industries

Browning-Ferris Industries of St. Louis, Inc.
11506 Bowling Green
Creve Coeur, MO 63141

June 9, 1981

U.S. EPA Region 5
Sites Notification
Chicago, Illinois 60604

Dear Gentlemen:

Pursuant to Section 103(c) of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), Browning-Ferris Industries of St. Louis, Inc. (herein after, together with its predecessors, is referred to as the "Company") hereby submits notifications (EPA Form 8900-1) for the following facilities, which were never owned or operated by the Company, but which were selected by Company for the disposal of hazardous wastes.

- | | | |
|----|-------------------------------|--------------------|
| 1) | Rt. 203 | E. St. Louis, Ill. |
| 2) | Mal Landfill - Chain of Rocks | Granite City, Ill. |
| 3) | Sauget Landfill | E. St. Louis, Ill. |

Please be advised that while EPA Form 8900-1 is being utilized by the Company for purposes of complying with the Section 103(c) notification requirement, some revisions to the form have been made which we believe more appropriately reflect the type of information being submitted. Also, please be advised that some of the facilities listed above are [were] operated as sanitary landfills which generally receive(d) commercial, industrial wastes, as well as household wastes. The Company has instituted procedures designed to preclude the transportation of such wastes to third party (i.e., third party or municipally owned/operated) sanitary landfills. However, several factors have made, and continue to make, it impossible to know for certain whether any wastes, now deemed by regulation to be hazardous, have ever been unknowingly transported to any of these sanitary landfills.

Prior to November 19, 1980, few states or local governments required generators of hazardous wastes to determine if their wastes were hazardous. Nor were they required to inform off-site commercial transporters or landfill owners/operators such as the Company of the

JUN 15 1981

007745

type or quantity of such wastes received for off-site disposal.

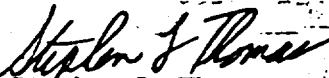
- o After November 19, 1980, only large generators of hazardous wastes were required to notify off-site commercial transporters and landfill owners/operators of the type and quantity of hazardous wastes received for off-site disposal.
- o Both before and after November 19, 1980, federal and state law have permitted the disposal of small quantities of hazardous wastes at sanitary landfills.

Therefore, Company has reported third party owned/operated sanitary landfills which the Company selected and to which it transported commercial, industrial or residential wastes, only if the Company has actual knowledge or a reasonable basis to believe that some of such wastes contained substances which would now be classified as hazardous.

In accordance with the public notice of the availability of Form 8900-1, 46 Fed. Reg. 22144 (April 15, 1981), the Company has not included facilities for which there has been previously filed a notification of hazardous waste activities and/or a "Part A" permit application as required by Sections 3005 and 3010 of the Resource Conservation and Recovery Act (RCRA).

Should you have any questions, please do not hesitate to contact the undersigned or Jim Scheline at (713) 870-8100.

Sincerely,



Stephen L. Thomas
Vice President

SLT/mbe

LAW OFFICES
FRANK L. PELLEGRINI
A PROFESSIONAL CORPORATION
SUITE 400
CHOUTEAU CENTER
133 SOUTH ELEVENTH STREET
ST. LOUIS, MISSOURI 63102

FRANK L. PELLEGRINI

TELEPHONE (314) 241-7445
FAX (314) 241-7449

August 29, 1989

William C. Child, Manager
Division of Land Pollution Control
Illinois Environmental Protection Agency
P. O. Box 19276
Springfield, Illinois 62794-9276

RE: YOUR LETTER OF AUGUST 7, 1989 TO EAGLE MARINE INDUSTRIES,
INC. AND YOUR LETTER OF AUGUST 7, 1989 TO RIVERPORT TERMINAL
AND FLEETING COMPANY
RESPONSE TO REQUEST FOR DOCUMENTATION

Dear Mr. Child:

Please consider this letter a collective response by Eagle Marine Industries and Riverport Terminal and Fleeting Company to your request for documentation which was contained in your August 7, 1989, letter.

Both Eagle and Riverport are involved in the river traffic business and basically purchased the property to secure riverfront interest for fleeting operations for the companies. In view of the operation of both Eagle and Riverport, much of the documentation requested in your letter is non-existent. I have perused the files and find the enclosed material to be responsive to your request, but if you need any additional information, please do not hesitate to contact me.

Very truly yours,



Frank L. Pellegrini

FLP/db

Enclosure

cc: Richard D. Burke (without enclosure)
Milton Greenfield, Jr. (without enclosure)

RECEIVED

AUG 31 1989

ICDA/DI PC

007747

EXHIBIT P

007748

Verde Analysis Results

020227-17

EP 70X-50 27.8 ppm Au (70X-50)
 PCB - 342 ppm
 [1242+1210 Type 2]

YD A:

Chlorine	60,000 ppb
MEK	30,200 ppb
Toluene	5500 ppb
Chlorobenzene	15,700 ppb
Styrene	2,700 ppb
Xylene	6300 ppb
Phenol	1,300 ppb

1

Semi-VOCs (BNA) - Intermediate problems
 expected by 10:00 AM 10/10/09

42-101 10 00117 100000
 42-101 10 00117 100000
 42-101 10 00117 100000

Verbal Analytical Results

0909PIT4

E.P. TOX - ND
PCB - ND

YOH:
Chloroform 1630 ppb
MERC 27,030 ppb
Toluene 239,500 ppb
E-Benzene 1,206,000 ppb
Xylene 9,118,400 ppb
TIC - 1.3 Di-
methylbenzene ~13,000 ppb

S-1-YOHs (BKHs) - Total Benzene
expected by Toluene - 118,000

007750

LAW OFFICES
FRANK L. PELLEGRINI
A PROFESSIONAL CORPORATION
SUITE 400
CHOUTEAU CENTER
133 SOUTH ELEVENTH STREET
ST. LOUIS, MISSOURI 63102

FRANK L. PELLEGRINI

TELEPHONE (314) 241-7445
FAX (314) 241-7449

October 26, 1989

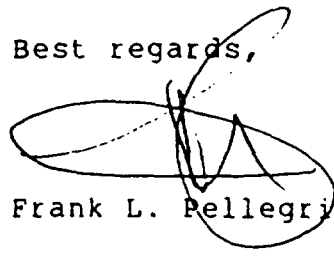
Mr. Richard D. Burke
Executive Vice President
Suite 1725
200 North Broadway
St. Louis, Missouri 63102

Dear Dick:

Please find enclosed the analytical results of drum samples taken from Pits 1 and 2 at the Peavy Bulk Terminal. You will note from the test results that the drum in Pit 2 contained PCB's in concentrations greater than 50 parts per million. Therefore, the drum has been excavated from Pit 2 and overpacked, and we are presently waiting for the generator number from the Illinois EPA for its ultimate disposal.

If you have any questions, please do not hesitate to call.

Best regards,



Frank L. Pellegrini

FLP/db

Enclosure

007751

Environmental Engineering and Waste Management

RIEDEL INDUSTRIAL WASTE MANAGEMENT, INC.

A Subsidiary of Riedel Environmental Technologies, Inc.



"Imagineering A Cleaner World"

TRANSMITTAL COVER SHEET

TO: Frank Pellegrini

FROM: Robert J. Schreiber/4K

Lafser & Schreiber, Inc.

DATE: 10-11-89

MESSAGE: Please find attached the analytical results of drum samples
taken from Pit #1 and #2 at Peavy Bulk Terminal, Sauget, Illinois. The
drum from Pit #2 has been excavated and overpacked. The overpack drum
is presently being stored near the pit awaiting disposal.

Please advise when the Illinois generator's number is received
from the IEPA to proceed with the waste approval process. Should you have
any questions, please feel free to call.

IF YOU HAVE ANY QUESTIONS REGARDING THIS TRANSMITTAL,
PLEASE CALL (314) 361-3838

OCT 12 1989
RECEIVED

Riedel Industrial Waste Management
22 North Euclid
St. Louis, MO 63108
(314) 361-3838
FAX (314) 361-4545

Lafser & Schreiber, Inc.
22 North Euclid
St. Louis, MO 63108
(314) 361-3838
FAX (314) 361-4545

Solvent Recovery Corp.
801 Mulberry
Kansas City, MO 64101
(816) 474-1391
FAX (816) 474-1275

Resource Recovery, Inc.
P.O. Box 902
Hannibal, MO 63401
(314) 248-0730

24-hour Hotline: 1-800-334-0004

007752

INDUSTRIAL WASTE MANAGEMENT
22 NORTH EUCLID
ST. LOUIS, MO 63108

ATTN: GLEN KUROWSKI
PROJECT #PEV001
INVOICE #6004

ENVIRONMETRICS

2345 Millpark Drive
Maryland Heights
St. Louis County, MO 63043
(314) 427-0550

SEMI-VOLATILE ORGANIC ANALYSIS

METHOD SW-846 8270

SAMPLE ID: 0909PIT1A, 0909PIT1B, PIT #1 DRUM SAMPLE

<u>CAS NUMBER</u>		<u>DETECTION LIMIT</u>	<u>RESULTS</u>
91-20-3	Naphthalene	500 ppm	ND ppm
106-47-8	4-Chloroaniline	500	ND
87-68-3	Hexachlorobutadiene	500	ND
59-50-7	4-Chloro-3-Methylphenol	500	ND
91-57-6	2-Methylnaphthalene	500	ND
77-47-4	Hexachlorocyclopentadiene	500	ND
88-06-2	2,4,6-Trichlorophenol	500	ND
95-95-4	2,4,5-Trichlorophenol	500	ND
91-58-7	2-Chloronaphthalene	500	ND
88-74-4	2-Nitroaniline	500	ND
131-11-3	Dimethyl Phthalate	500	ND
208-96-8	Acenaphthylene	500	ND
99-09-2	3-Nitroaniline	500	ND
83-32-9	Acenaphthene	500	ND
51-28-5	2,4-Dinitrophenol	500	ND
100-02-7	4-Nitrophenol	500	ND
132-64-9	Dibenzofuran	500	ND
121-14-2	2,4-Dinitrotoluene	500	ND
606-20-2	2,6-Dinitrotoluene	500	ND
84-66-2	Diethylphthalate	500	ND
7005-72-3	4-Chlorophenol phenyl ether	500	ND
86-73-7	Fluorene	500	ND
100-01-6	4-Nitroaniline	500	ND
534-52-1	4,6-Dinitro-2-Methylphenol	500	ND
86-30-6	N-Nitrosodiphenylamine	500	ND
101-55-3	4-Bromophenyl phenyl ether	500	ND
118-74-1	Hexachlorobenzene	500	ND
87-86-5	Pentachlorophenol	500	ND

ND = NONE DETECTED

SEPTEMBER 14, 1989


WAYNE L. COOPER
LABORATORY DIRECTOR

007153

INDUSTRIAL WASTE MANAGEMENT
22 NORTH EUCLID
ST. LOUIS, MO 63108

ATTN: GLEN KUROWSKI
PROJECT #PEV001
INVOICE #6004

ENVIRONMETRICS

2345 Millpark Drive
Maryland Heights
St. Louis County, MO 63043
(314) 427-0550

SEMI-VOLATILE ORGANIC ANALYSIS

METHOD SW-846 8270

SAMPLE ID: 0909PIT1A, 0909PIT1B, PIT #1 DRUM SAMPLE

<u>CAS NUMBER</u>		<u>DETECTION LIMIT</u>	<u>RESULTS</u>
108-95-2	Phenol	5000 ppm	ND ppm
111-44-4	bis(2-chloroethyl)Ether	5000	ND
95-57-8	2-Chlorophenol	5000	ND
541-73-1	1,3-Dichlorobenzene	5000	ND
106-46-7	1,4-Dichlorobenzene	5000	ND
100-51-6	Benzyl Alcohol	5000	ND
95-50-1	1,2-Dichlorobenzene	5000	ND
95-48-7	2-Methylphenol	5000	ND
39638-32-9	bis(2-chloroisopropyl)Ether	5000	ND
106-44-5	4-Methylphenol	5000	ND
621-64-7	N-Nitroso-Di-n-Propylamine	5000	ND
98-95-3	Nitrobenzene	5000	ND
78-59-1	Isophorone	5000	ND
88-75-5	2-Nitrophenol	5000	ND
105-67-9	2,4-Dimethylphenol	5000	ND
65-85-0	Benzoic Acid	5000	ND
111-91-1	bis(2-Chloroethoxy)methane	5000	ND
120-83-2	2,4-Dichlorophenol	5000	ND
120-82-1	1,2,4-Trichlorobenzene	5000	ND
91-20-3	Naphthalene	5000	ND
106-47-8	4-Chloroaniline	5000	ND
87-68-3	Hexachlorobutadiene	5000	ND
59-50-7	4-Chloro-3-Methylphenol	5000	ND
91-57-6	2-Methylnaphthalene	5000	ND
77-47-4	Hexachlorocyclopentadiene	5000	ND
88-06-2	2,4,6-Trichlorophenol	5000	ND
95-95-4	2,4,5-Trichlorophenol	5000	ND

ND = NONE DETECTED

SEPTEMBER 14, 1989


WAYNE L. COOPER
LABORATORY DIRECTOR

INDUSTRIAL WASTE MANAGEMENT
22 NORTH EUCLID
ST. LOUIS, MO 63108

ATTN: GLEN KUROWSKI
PROJECT #PEV001
INVOICE #6004

ENVIRONMETRICS

2345 Millpark Drive
Maryland Heights
St. Louis County, MO 63043
(314) 427-0550

SEMI-VOLATILE ORGANIC ANALYSIS


METHOD SW-846 8270

SAMPLE ID: 0909PIT1A, 0909PIT1B, PIT #1 DRUM SAMPLE

<u>CAS NUMBER</u>		<u>DETECTION LIMIT</u>	<u>RESULTS</u>
85-01-8	Phenanthrene	5000 ppm	ND ppm
120-12-7	Anthracene	5000	ND
84-74-2	Di-n-Butylphthalate	5000	ND
206-44-0	Fluoranthene	5000	ND
129-00-0	Pyrene	5000	ND
85-68-7	Butyl benzyl phthalate	5000	ND
91-94-1	3,3'-Dichlorobenzidine	5000	ND
56-55-3	Benzo(a)anthracene	5000	ND
117-81-7	bis(2-Ethylhexyl)phthalate	5000	ND
218-01-9	Chrysene	5000	ND
117-84-0	Di-n-octylphthalate	5000	ND
205-99-2	Benzo(b)fluoranthene	5000	ND
207-08-9	Benzo(k)fluoranthene	5000	ND
50-32-8	Benzo(a)pyrene	5000	ND
193-39-5	Indeno(1,2,3-cd)pyrene	5000	ND
53-70-3	Dibenzo(a,h)anthracene	5000	ND
191-24-2	Benzo(g,h,i)perylene	5000	ND

ND = NONE DETECTED

SEPTEMBER 14, 1989


WAYNE L. COOPER
LABORATORY DIRECTOR

INDUSTRIAL WASTE MANAGEMENT
22 NORTH EUCLID
ST. LOUIS, MO 63108

ATTN: GLEN KUROWSKI
PROJECT #PEV001
INVOICE #6004

ENVIRONMETRICS

2345 Millpark Drive
Maryland Heights
St. Louis County, MO 63043
(314) 427-0550

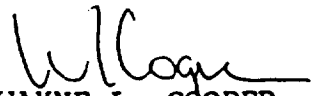
VOLATILE ORGANIC ANALYSIS METHOD SW-846 8240

SAMPLE ID: 0909PIT2A, 0909PIT2B, PIT #2 DRUM SAMPLE

<u>CAS NUMBER</u>		<u>DETECTION LIMIT</u>	<u>RESULTS</u>
74-87-3	Chloromethane	1000 ppb	ND
74-83-9	Bromomethane	1000	ND
75-01-4	Vinyl Chloride	1000	ND
75-00-3	Chloroethane	1000	ND
75-09-2	Methylene Chloride	1005	ND
75-15-0	Carbon Disulfide	500	ND
75-35-4	1,1-Dichloroethene	500	ND
75-34-3	1,1-Dichloroethane	500	ND
	1,2-Dichloroethene (Total)	500	ND
67-66-3	Chloroform	500	69,000
107-06-2	1,2-Dichloroethane	500	ND
78-93-3	2-Butanone	1000	30,200
71-55-6	1,1,1-Trichloroethane	500	ND
56-23-5	Carbon Tetrachloride	500	ND
108-05-4	Vinyl Acetate	1000	ND
75-27-4	Bromodichloromethane	500	ND
78-87-5	1,2-Dichloropropane	500	ND
10061-01-5	cis-1,3-Dichloropropene	500	ND
79-01-6	Trichloroethene	500	ND
124-48-1	Dibromochloromethane	500	ND
79-00-5	1,1,2-Trichloroethane	500	ND
71-43-2	Benzene	500	ND
10061-02-6	trans-1,3-Dichloropropene	500	ND
75-25-2	Bromoform	500	ND
108-10-1	4-Methyl-2-Pentanone	1000	ND
591-78-6	2-Hexanone	1000	ND
127-18-4	Tetrachloroethene	500	ND
79-34-5	1,1,2,2-Tetrachloroethane	500	ND
108-88-3	Toluene	500	5,500
108-90-7	Chlorobenzene	500	15,700
100-41-4	Ethylbenzene	500	2,780
100-42-5	Styrene	500	ND
	Xylene (Total)	500	6,300

ND = NOT DETECTED

SEPTEMBER 11, 1989


WAYNE L. COOPER
LABORATORY DIRECTOR

INDUSTRIAL WASTE MANAGEMENT
22 NORTH EUCLID
ST. LOUIS, MO 63108

ATTN: GLEN KUROWSKI
PROJECT #PEV001
INVOICE #6004

ENVIRONMETRICS

2345 Millpark Drive
Maryland Heights
St. Louis County, MO 63043
(314) 427-0550

ANALYSIS RESULTS

SAMPLE ID: 0909PIT2A, 0909PIT2B, PIT #2 DRUM SAMPLE

<u>TEST PERFORMED</u>	<u>METHOD OF ANALYSIS</u>	<u>RESULTS</u>
EP EXTRACTION	SW-846 1310	
RCRA METALS ANALYSIS	SW-846 6010	EXTRACTION
ARSENIC		<0.4 ppm
BARIUM		27.8
CADMIUM		<0.5
CHROMIUM		<0.5
LEAD		<0.5
MERCURY		<0.1
SELENIUM		<0.2
SILVER		<0.5
IGNITABILITY (SETAFLASH)	SW-846 1020	--
CORROSIVITY (pH)	SW-846 9040	--
CYANIDE	S.M. 412B, 412C	--
SULFIDES	S.M. 427C	--
PHENOLS	S.M. 510A, 510B	--
PCB CONTAMINATION		342 ppm

*S.M.=STANDARD METHODS, 16TH EDITION

SEPTEMBER 14, 1989


WAYNE L. COOPER
LABORATORY DIRECTOR

007757

Environmental Engineering and Waste Management

RIEDEL INDUSTRIAL WASTE MANAGEMENT, INC.

A Subsidiary of Riedel Environmental Technologies, Inc.



"Imagineering A Cleaner World"

TRANSMITTAL COVER SHEET

TO: Mr. Tim Thomas

Eagle Marine Industries, Inc.

FROM: L. Glen Kurowski *llg*

Lafser & Schreiber, Inc.

DATE: 03-08-90

MESSAGE: Please sign the attached "Uniform Hazardous Waste
Manifest", Section 16 and return it back to my office. The
attached form will manifest the drum at Peavy to Chemical
Waste Management for disposal. The pickup is scheduled for
tomorrow morning.

Should you have any questions, please feel free
to call.

IF YOU HAVE ANY QUESTIONS REGARDING THIS TRANSMITTAL,
PLEASE CALL (314) 361-3838

Riedel Industrial Waste Management
22 North Eureka
St. Louis MO 63108
(314) 361 3838
FAX (314) 361 4545

Lafser & Schreiber, Inc.
2117 Lindbergh
St. Louis MO 63114
(314) 361 3935
FAX (314) 361 4545

Solvent Recovery Corp.
801 Mulberry
Kansas City MO 64101
(816) 474 1391
FAX (816) 474 1275

Resource Recovery, Inc.
PO Box 902
Hannibal MO 63401
(314) 248 0730

24-hour Hotline: 1-800-334-0004

007753

EPA ID #ILD000672121
ILL. ID #0316000058



CWM
CHEMICAL
SERVICES

CERTIFICATE No 09964

Certificate of Destruction

CWM Chemical Services, Inc. (formerly known as
SCA Chemical Services, Inc.) hereby certifies that waste
received from SAFETY WASTE INDUSTRIES, INC.

as identified on manifest number IL0316523
has been incinerated and thereby destroyed as of this
20th day

of April 19 99.

D.J. Locke
D.J. LOCKE

Generator SAFETY WASTE INDUSTRIES,
ATLANTA (S.D. COUNTY)

By

Address

5000

IL 0316523

Title

Contact

Richard Locke

007759



PLEASE TYPE

(Form designed for use on elite (12-pitch) typewriter)

EPA Form 8700-22 (Rev. 9-88)

Form Approved OMB No 2050-0039 Expires 9-30-91

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator's US EPA ID No. N/A	Manifest Document No. 160001	2. Page 1 of 1	Information in the shaded areas is not required by Federal law, but is required by Illinois law	
3. Generator's Name and Mailing Address Eagle Marine Industries, Inc. 200 N. Broadway, Suite 1725 St. Louis, MO 63102 (314-421-1153)			Location If Different: #10 Pitzman(SE) Sauget, IL 62201		A. Illinois Manifest Document Number IL 3285523 MANIFEST FEE EXEMPT	
4. Generator's Phone			6. US EPA ID Number ILD099202681		B. Illinois Generator's ID 1161311211510115	
5. Transporter 1 Company Name Chemical Waste Mgmt. Trans.			7. Transporter 2 Company Name		C. Illinois Transporter's ID 010175 D. (708) 396-1060 Transporter's Phone	
9. Designated Facility Name and Site Address CWM Chemical Services, Inc. 11700 S. Stony Island Ave. Chicago, IL 60617			10. US EPA ID Number ILD000672121		E. Illinois Transporter's ID F. () Transporter's Phone	
11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number) a. RQ Hazardous Substance Solid, N.O.S. ORM-E, NA 9188 (polychlorinated Biphenyls)			12. Containers No. Type 001 DM		13. Total Quantity 0.00851 14. Unit Wt. Vol. Waste No. EPA HW Number XX Authorization Number 0900007 EPA HW Number XX Authorization Number EPA HW Number XX Authorization Number	
J. Additional Descriptions for Materials Listed Above CWM Profile Number: K03939 Work Order Number: 90-0600 PCBs = 342 ppm			K. Handling Codes for Wastes Listed Above In Item # 14 1 = Gallons 2 = Cubic Yards 230 KG (20)			
15. Special Handling Instructions and Additional Information Total Wt. of PCBs in Kilograms = 400 Date Placed in Storage = 10-9-89						
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment. OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford. Printed/Typed Name: Richard D. Burke Signature: [Signature] Date: 030990						
17. Transporter 1 Acknowledgement of Receipt of Materials Printed/Typed Name: Lewis Herren Signature: Lewis Herren Date: 030990						
18. Transporter 2 Acknowledgement of Receipt of Materials Printed/Typed Name: HERBERT DE VRIES Signature: [Signature] Date: 030990						
19. Discrepancy Indication Space						
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in item 19 Printed/Typed Name: NANCY A. DRAKE Signature: Nancy A. Drake Date: 031190						

ALL COPIES MUST BE LEGIBLE. PLEASE TYPE. SEE INSTRUCTIONS ON BACK.

MOORE-SPEED-BET-MOP-PRINTED 778



STATE OF ILLINOIS

ENVIRONMENTAL PROTECTION AGENCY DIVISION OF LAND POLLUTION CONTROL

PO BOX 19276 SPRINGFIELD, ILLINOIS 62794-9276 (217) 782-6781

State Form LPC 62 8/81 IL532-0610

FOR SHIPMENT OF HAZARDOUS INFECTIONOUS AND SPECIAL WASTE

PLEASE TYPE

(Form designed for use on elite (12-pitch) typewriter)

EPA Form 8700-22 (Rev. 9-88)

Form Approved OMB No. 2050-0038 Expires 9-30-91

UNIFORM HAZARDOUS WASTE MANIFEST		1 Generator's US EPA ID No N/A	Manifest Document No 0001	2 Page 1 of 1	Information in the shaded areas is not required by Federal law, but is required by Illinois law
3 Generator's Name and Mailing Address Eagle Marine Industries, Inc. 200 N. Broadway, Suite 1725 St. Louis, MO 63102		Location If Different #10 Pitzman(SE) Sauget, IL 62201		A. Illinois Manifest Document Number IL 3285523	
4 Generator's Phone (314) 421-1153		5 Transporter 1 Company Name Chemical Waste Mgmt. Trans.		B. Illinois Generator's ID 1161311211510115	
		6 US EPA ID Number ILD099202681		C. Illinois Transporter's ID 0101715	
7 Transporter 2 Company Name		8 US EPA ID Number		D. (708) 396-1060 Transporter's Phone	
9 Designated Facility Name and Site Address CWM Chemical Services, Inc. 11700 S. Stoney Island Ave. Chicago, IL 60617		10 US EPA ID Number ILD000672121		E. Illinois Transporter's ID F. () Transporter's Phone	
11 US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number) a. RQ Hazardous Substance Solid, N.O.S. ORM-E, NA 9188 (polychlorinated Biphenyls)		12 Containers No Type 0 0 1 D M		13 Total Quantity 8.5 1	
b.				I. Waste No. EPA HW Number X X Authorization Number 0 9 1 0 0 1 0 7	
c.				EPA HW Number X X Authorization Number	
d.				EPA HW Number X X Authorization Number	
J. Additional Descriptions for Materials Listed Above CWM Profile Number: K03939 Work Order Number: 90-0600 PCBs - 342 ppm		K. Handling Codes for Wastes Listed Above In Item # 14 1 = Gallons 2 = Cubic Yards			
15 Special Handling Instructions and Additional Information Total Wt. of PCBs in Kilograms = 400 Date Placed in Storage = 10-9-89					
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.					
Printed/Typed Name Richard D. Burke		Signature <i>[Signature]</i>		Date 0 5 0 9 9 0	
17. Transporter 1 Acknowledgement of Receipt of Materials Printed/Typed Name		Signature		Date Month Day Year	
18. Transporter 2 Acknowledgement of Receipt of Materials Printed/Typed Name		Signature		Date Month Day Year	
19. Discrepancy Indication Space					
20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in item 19 Printed/Typed Name		Signature		Date Month Day Year	

This Agency is authorized to require pursuant to Illinois Revised Statutes Chapter 111.5 Section 21 that the information be submitted to the Agency. Failure to provide the information may result in a civil penalty against the owner or operator of not to exceed \$25,000 per day of violation. Violation of this information may result in a fine up to \$50,000 per day of violation and imprisonment up to 5 years. This form has been approved by the Waste Management Center.

COPY 1. TSD MAIL TO GENERATOR COPY

007761



Chemical Waste Management, Inc.

Midwest Region
2000 South Batavia Avenue
Geneva, Illinois 60134
708/513-4500

February 13, 1990

EAGLE MARINE INDUSTRIES, INC.
200 North Broadway, Suite 1725
St. Louis, MO 63102-2716

Attn: Mr. Richard D. Burke

Dear Mr. Burke:

This letter will serve to inform you that Chemical Waste Management, Inc. has all the appropriate permits and licenses for, and will accept, your waste that has been characterized on Generators Waste Material Profile Sheet(s) and identified by profile number(s) K03939CHII.

Very truly yours,

Bill Gamlin
Customer Service Manager
Midwest region

BG/jg

007762

Prices quoted are effective for thirty (30) days from the above date. Any delay in executing the enclosed agreement may lead to increases in pricing under the applicable escalation clause.

If you have any questions, please contact Joe Hirsch, your LTL Sales Representative at (708) 513-4525.

CHEMICAL WASTE MANAGEMENT, INC. would like to take this opportunity to thank you for your business.

Very truly yours,



Bill Gamlin
Regional Customer Service Manager
Midwest Region
(708) 513-4560

BG/jg
Enclosures



Chemical Waste Management, Inc.

Midwest Region
2000 South Batavia Avenue
Geneva, Illinois 60134
708/513-4500

February 13, 1990

EAGLE MARINE INDUSTRIES, INC.
200 North Broadway, Suite 1725
St. Louis, MO 63102-2716

Attn: Mr. Richard D. Burke

Dear Mr. Burke:

This letter will serve to inform you that Chemical Waste Management, Inc. has all the appropriate permits and licenses for, and will accept, your waste that has been characterized on . Generators Waste Material Profile Sheet(s) and identified by profile number(s) K03939CHII.

Very truly yours,

Bill Gamlin
Customer Service Manager
Midwest region

BG/jg

007563

Prices quoted are effective for thirty (30) days from the above date. Any delay in executing the enclosed agreement may lead to increases in pricing under the applicable escalation clause.

If you have any questions, please contact Joe Hirsch, your LTL Sales Representative at (708) 513-4525.

CHEMICAL WASTE MANAGEMENT, INC. would like to take this opportunity to thank you for your business.

Very truly yours,



Bill Gamlin
Regional Customer Service Manager
Midwest Region
(708) 513-4560

BG/jg
Enclosures

TERM:

This Service Contract shall commence on 02/13/1990 and shall continue in effect until terminated by either party with or without cause upon thirty (30) days prior written notice to the other party.

ENTIRE AGREEMENT:

This Service Agreement (including the attached Waste Material Profile Sheet) represents the entire understanding between the parties hereto and supersedes any and all prior agreements, whether written or oral that may exist between the purchase orders issued by Customer prior to or subsequent to this Agreement.

DESCRIPTION OF SERVICES TO BE PROVIDED:FEES:

Disposal: \$680.00 per drum.

Transportation: \$ 79.00 per 30-55 gallon drum.
\$105.00 per 85 gallon drum.

Work Order No. and Profile No. must be placed on sides of drums. \$5.00 per drum surcharge if drums are not properly labeled. If drums are improperly shipped, surcharges for handling will be added. All shipments must be made using Illinois Manifests. The Generator must have an Illinois Generator No. Disposal of overpacks is \$50.00 per drum. Double stacked drums must be palletized and shrink wrapped or banded.

Generator will be allowed 1.0 hours loading time at their facility with anytime thereafter being considered demurrage and charged at the rate of \$85.00 per hour.

The fees set forth are subject to change at anytime during the term hereof upon Disposer providing Generator with at least thirty (30) days advance written notice.

DISPOSAL METHOD:

INCINERATION

007764

• Environmental Engineering and Waste Management

RIEDEL INDUSTRIAL WASTE MANAGEMENT, INC.

A Subsidiary of Riedel Environmental Technologies, Inc.

L. GLEN KUROWSKI

Environmental Engineer
Lafser & Schreiber, Inc.

22 North Euclid St. Louis, MO 63108 (314) 361-3538 FAX (314) 361-4545

 "Imagining A Cleaner World"

007766

GENERATOR'S WASTE MATERIAL PROFILE SHEET (Continued)

 K 03939

Waste Profile Sheet Code

G. OTHER HAZARDOUS CHARACTERISTICS

- Is this waste a listed solvent waste as defined by 40 CFR 261.31 (F001, F002, F003, F004, or F005)? ☐ Yes ☒ No
- Does this waste contain greater than 1000 ppm total halogenated organic compounds? ☐ Yes ☒ No
- Indicate if this waste is any of the following:

<input type="checkbox"/> RCRA Reactive	<input type="checkbox"/> Radioactive
<input type="checkbox"/> Water Reactive	<input type="checkbox"/> Etiological
<input type="checkbox"/> Explosive	<input type="checkbox"/> Pesticide Manufacturing Waste
<input type="checkbox"/> Shock Sensitive	<input type="checkbox"/> Other <u> </u>
<input type="checkbox"/> Pyrophoric	<input checked="" type="checkbox"/> None of the above

H. COMPLETE ONLY FOR WASTES INTENDED FOR FUELS or INCINERATION

	LESS THAN	or	ACTUAL
Beryllium	<input type="checkbox"/> < 5000 ppm		<u>UNK</u> ppm
Potassium	<input type="checkbox"/> < 5000 ppm		<u>UNK</u> ppm
Sodium	<input type="checkbox"/> < 5000 ppm		<u>UNK</u> ppm
Total Bromine	<input type="checkbox"/> < 2 %		<u>UNK</u> %
Total Chlorine	<input type="checkbox"/> < 35 %		<u>UNK</u> %
Total Fluorine	<input type="checkbox"/> < 1 %		<u>UNK</u> %
Total Sulfur			<u>UNK</u> %

I. OPTIONAL — RECLAMATION, FUELS, OR INCINERATION PARAMETERS Provide if information is available

- Range
- Heat Value (BTU/lb): 2 Water: %
 - Viscosity (cps): @ °F ☐ 100°F ☐ 150°F
 - Ash: % 5. Settleable solids: %
 - Vapor Pressure @ STP (mm/Hg):
 - Is this waste a pumpable liquid? ☐ Yes ☐ No
Type of pump?
 - Can this waste be heated to improve flow? ☐ Yes ☐ No
 - Is this waste soluble in water? ☐ Yes ☐ No
 - Particle size: Will the solid portion of this waste pass through a 1/8 inch screen? ☐ Yes ☐ No

J. TRANSPORTATION INFORMATION

- Is this a DOT Hazardous Material? ☒ Yes ☐ No 2. Anticipated Annual Volume/Units: 85 / gal (one
- Proper Shipping Name: RO, Hazardous Substance Solid, N.O.S.
- Hazard Class: O.R.M.E. 5. I.D. #: 329189
- Additional Description: (PCB Contaminated)
- Method of Shipment: ☐ Bulk Liquid ☐ Bulk Solid ☒ Drum (Type/Size): Open Head / Steel / 110 gal Other:
- CERCLA Reportable Quantity (RQ): 10# 9. RQ Units (lb/kg): 16 gal
- USEPA Hazardous Waste? ☐ Yes ☒ No 11. USEPA Hazardous Waste Number(s): NA
- State Hazardous Waste? ☐ Yes ☒ No 13. State Hazardous Waste Number(s): NA

K. SPECIAL HANDLING INFORMATION

☒ Additional Page(s) Attached

L. GENERATOR CERTIFICATION I hereby certify that all information submitted in this and all attached documents contains true and accurate descriptions of this waste material, and all relevant information regarding known or suspected hazards in the possession of the generator has been disclosed.

- Signature: [Signature] Title: Executive Vice President
- FOR: Richard D. Burke
- Name (Type or Print): Richard D. Burke
- Date: 12/1/89

007767



GENERAL PURPOSE ENDORSEMENT (General Liability Uses Only)

COULD GEN'L POL
BE CLAS. FOR
10/15/77
PERIOD

Named Insured

EAGLE MARINE INDUSTRIES, ETAL.

Effective

June 5, 1978

Policy No.

GLP 69 48 75

Issued by (Name of Insurance Company)

Insurance Company of North America #557

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

It is agreed that the policy is amended as indicated by ☒.

A. NAME AND ADDRESS CHANGES

- ☐ Change Name to:
☐ Change Address to:

B. LOCATIONS CHANGES

- ☐ Change Location to:
☐ Cancel Following Location:
☒ Add Following Location:

Mile 175 - Upper Mississippi River
St. Louis, Mo.

Description Trucks on floatsCode = 1-11111 Area _____ Franchise _____ Each _____Insured is ☐ Owner ☐ Tenant • Part occupied by insured _____

C. POLICY PERIOD CHANGE

- ☐ Change policy period to read _____ From _____ To _____

D. LIMITS CHANGES

- ☐ Bodily Injury
\$ _____ each person
\$ _____ each ☐ ACCIDENT ☐ OCCURRENCE
\$ _____ aggregate
- ☐ Property Damage
\$ _____ each ☐ ACCIDENT ☐ OCCURRENCE
\$ _____ aggregate

E. OTHER CHANGES

F. PREMIUM ADJUSTMENT

Coverage
Bodily Injury Liability
Property Damage Liability
Medical Payments

Ann. Prem	3 year Prem (if Applicable)	Pro Rated Premium	Indicate Add'l or Red Prem. by Checking Block	
300		109	ADD'L <input checked="" type="checkbox"/>	RED. <input type="checkbox"/>
200		72	ADD'L <input checked="" type="checkbox"/>	RED. <input type="checkbox"/>
			ADD'L <input type="checkbox"/>	RED. <input type="checkbox"/>
Total Endorsement Premium		181	ADD'L <input checked="" type="checkbox"/>	RED. <input type="checkbox"/>

[Signature]
Authorized Agent



INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

GENERAL—AUTOMOBILE LIABILITY POLICY

Standard Provisions

A Stock Insurance Company, herein called the Company

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the Named Insured as follows:

COVERAGE

Coverage is afforded under this policy in accordance with the applicable Coverage Parts described in the Declarations as being a part of this policy.

SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable limit of liability:

(a) expenses incurred by the Company in suits filed against the insured in which coverage is provided by the Company, and all the costs of the suit in excess of any amounts received from other sources after entry of the judgment and before the Company has paid or tendered or deposited in court the full amount of the judgment which shall not extend the limit of the Company's liability thereon.

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required

of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds.

(c) expenses incurred by the insured for first aid to others at the time of an accident for bodily injury to which this policy applies.

(d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"Automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads including any machinery or apparatus attached thereto, but does not include mobile equipment.

"Bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom.

"Collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, backfilling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract.

"Completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

(1) when all operations to be performed by or on behalf of the Named Insured under the contract have been completed,

(2) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed, or

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of:

(a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,

(b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

(c) operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations";

"Elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery, but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and have a compartment height not exceeding four feet.

007769



OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

ADDITIONAL DECLARATIONS

Policy No. GLP 81 19 08

SCHEDULE

Location of Insured premises See Schedule

Interest of Named Insured in insured premises

☒ Owner☐ General Lessee☐ Tenant

Part occupied by Named Insured _____

COVERAGE FOR DESIGNATED PREMISES AND RELATED OPERATIONS IN PROGRESS INCLUDING STRUCTURAL ALTERATIONS, NEW CONSTRUCTION AND DEMOLITION

Code No	Description of Hazards	Premium Bases	Rates		Advance Premiums	
			B I	P D	Bodily Injury	Property Damage
Premises - Operations						
	See Schedule Attached				3,933.	2,604.
	9-99901 Excess Limits					20.
	Additional Insured - As per CC-971 Attached				150.	120.
		(a) Area (Sq. Ft.) (b) Frontage (c) Admissions (d) Receipts (e) Units	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per 100 Admissions (d) Per \$100 of Receipts (e) Per Unit			
Escalators (Number of Premises)		Number Insured	Per Landing			
Structural Alterations, New Construction, Demolition (Coverage applies only if a premium charge is shown for this hazard)		(a) Remuneration (b) Cost	(a) Per \$100 of Remuneration (b) Per \$100 of Cost			
Minimum Premium(s)			TOTALS		\$4,083.	\$2,744.
			TOTAL ADVANCE PREMIUM ▶ \$ 6,827.			



EXTENSION SCHEDULE OF GENERAL LIABILITY HAZARDS

Policy No. GLP 81 19 08

Identify locations of all premises by address (same as shown on the Declarations unless otherwise indicated below).

Code No.	Description of Hazards	Premium Bases*	Rates		Advance Premiums	
			B.I.	P.D.	Bodily Injury	Property Damage
1-65121	- Building or Premises - Office					
1-11111	- Docks, or Floates used in lieu of docks					
1-11111	- (a) Mile 175.5-Upper Mississippi River - left descending bank St. Louis, Missouri	1	300	200	300	200
1-11111	- (b) Mile 173 - Upper Mississippi River - right descending bank St. Louis, Missouri	1	300	200	300	200
1-11111	- (c) Mile 177 - Upper Mississippi River - Left descending bank St. Louis, Missouri	1	300	200	300	200
1-11111	- (d) Mile 177.5 - Upper Mississippi River - right descending bank St. Louis, Missouri	1	300	200	300	200
1-11111	- (e) Mile 177 - Upper Mississippi River - right descending bank St. Louis, Missouri	1	300	200	300	200
1-11111	- (f) Mile 178 - Upper Mississippi River - right descending bank St. Louis, Missouri	1	300	200	300	200
1-11111	- (g) Mile 179 - Upper Docks, or floats used in lieu of docks St. Louis, Missouri	1	300	200	300	200
1-11111	- (h) Mile 177.5 - right descending bank Mississippi River, St. Louis Harbor, Mo.	1	300	200	300	200
1-11111	- (i) Mile 175 - left descending bank, Mississippi River St. Louis, Missouri					
*Same Premium Bases as shown on the applicable Additional Declarations unless otherwise indicated.			TOTALS		\$ 2,000	\$ 1,800
			TOTAL ADVANCE PREMIUM		\$ 1	



Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

In consideration of the premium charged, it is agreed and understood the Named Insured is amended to read:

Eagle Marine Industries
Mt. Pleasant Harbor Service,
Gateway Harbor Service, Inc.
Riverport Terminal and Fleeting, Inc.

007772

Lawton-Byrne-Bruner Insurance Agency Co.
Ten Broadway St. Louis, Mo. 63102
[Signature]
Authorized Agent



Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

In consideration of the premium charged, it is agreed and understood the cancellation provision is amended to read thirty (30) days in lieu of ten (10) days.

Lawton Byrne-Bruce Insurance Agency Co.
Ten [Signature] 63000
Authorized Agent



DEDUCTIBLE LIABILITY INSURANCE

Named Insured	
Effective	Policy No.
Issued by (Name of Insurance Company)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE**

It is agreed that

1. The Company's obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the Insured applies only to the amount of damages in excess of any deductible amounts stated in the schedule below as applicable to such coverages.
2. The deductible amounts stated in the schedule apply as follows:
 - (a) **PER CLAIM BASIS**—If the deductible is on a "per claim" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of bodily injury sustained by one person, or to all property damage sustained by one person or organization, as the result of any one occurrence.
 - (b) **PER OCCURRENCE BASIS**—If the deductible is on a "per occurrence" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of all bodily injury or property damage as the result of any one occurrence.
3. The terms of the policy, including those with respect to (a) the Company's rights and duties with respect to the defense of suits and (b) the Insured's duties in the event of an occurrence apply irrespective of the application of the deductible amount.
4. The Company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the Named Insured shall promptly reimburse the Company for such part of the deductible amount as has been paid by the Company.

SCHEDULE

Coverage	Amount and Basis of Deductible
Bodily Injury Liability	\$250 per claim \$ per occurrence
Property Damage Liability	\$250 per claim \$ per occurrence

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to all loss however caused):—

Edward S. [Signature] & Company, Inc.
For [Signature] W. P. [Signature] 3102
Authorized Agent



ADDITIONAL INSURED
(Premises Leased to the Named Insured)

Named Insured		
Policy No.	Policy Period	Effective Date of Endorsement
Issued by (Name of Insurance Company)		

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an Insured the person or organization designated below but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the Named Insured, and subject to the following additional exclusions:

The insurance does not apply

1. to any occurrence which takes place after the Named Insured ceases to be a tenant in said premises;
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

SCHEDULE

Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)	Premiums	
		Bodily Injury Liability	Property Damage Liability
Mile 175 left descending bank Mississippi River, St. Louis, Mo.	City of St. Louis	50	40
		(Incl. in total Policy Premium)	

Eastern Surety Co. 123102
Authorized Agent



ADDITIONAL INSURED
(Premises Leased to the Named Insured)

Named Insured

Policy No.

Policy Period

Effective Date of Endorsement

Issued by (Name of Insurance Company)

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE**

It is agreed that the "Persons Insured" provision is amended to include as an Insured the person or organization designated below but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the Named Insured, and subject to the following additional exclusions

The insurance does not apply

- 1 to any occurrence which takes place after the Named Insured ceases to be a tenant in said premises.
- 2 to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below

SCHEDULE

Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)	Premiums	
		Bodily Injury Liability	Property Damage Liability
Mile 158.0 right descending bank Upper-Mississippi River	Charles Hopkins & Fern Hopkins dba Hoppie's Marina	50	40
		(Incl. in total Policy Premium)	

Lawton Byrnes Insurance Agency, Inc.
Ten
Authorized Agent

EXCLUSION

It is agreed that this policy does not apply to Bodily Injury or Property Damage arising out of the insured's operation as a wharfinger or falling within Wharfinger's Liability as defined below. It is further agreed that this policy does not apply to ship building or occupying water borne crafts.

DEFINITIONS

- A) Wharfinger - The owner or operator of a public or private dock, wharf, or fleeting area.
- B) Occupying means in or upon or entering into or alighting from.
- C) Wharfingers Liability - the legal liability of the assured as a wharfinger (whether arising from negligence or otherwise) in respect of loss or damage to vessels, their apparel or equipment, their freight and cargoes and other interests on board (but excluding ordinary wear and tear), the property of others, while docked, docking or undocking at the assured's docks and to other vessels, their apparel or equipment, their freights and cargoes and other interests on board and to cargoes, wharves, piers, docks, lighters, elevators, cars, car floats or any other property or thing (not owned by the assured), resulting from or growing out of the assured's operation as a wharfinger.
- D) Ship building means the building, repair, maintaining or supplying of a water borne craft.

007777



Named Insured EAGLE MARINE INDUSTRIES, INC.			Endorsement Number
Policy Symbol GLP	Policy Number 81 19 08	Policy Period 10-15-79 to 10-15-80	Effective Date of Endorsement 5-14-80
Issued By (Name of Insurance Company) Insurance Company of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

Revised

In consideration of the premium charged, it is understood and agreed that the policy is amended to include the following as an additional Named Insured, but only with respect to their liability as executive officer, director or stockholder thereof, while acting within the scope of their duties as such.

Additional Insureds

Fred H. Leyde
Louise Leyde
Richard D. Burke

7/2/80 KC/BB 7/1/80 LB&B

Lowton-Syng-Bruner Insurance Agency Co
120 Broadway 814005 MD-63102
Authorized Agent

007778

Schedule of Locations

1. Office - 17th Floor
Pierce Bldg.
112 N. 4th St.
St. Louis, Mo. 63102
2. Office trailer/barge "Chas. West"
Foot of Lesperance St.
St. Louis, Mo.
Land frontage trailer, MI178.3
3. Vacant Land known as Arsenal
Island leased for farming
762 acres MI175
4. 165 acres at MI 177.5 left
descending bank at Sauget, Ill.
Known as Riverport Terminal
property. 82.5 acres leased
to Pillsbury 82.5 owned acres-
vacant land.
5. MI 179.3 left descending bank
1200 front feet leased from
Southern R.R. known as Cahokia
Fleet
6. MI 177.3 right descending bank
Known as George St. fleet
7. MI 160 right descending bank
Known as Chesley Island
8. MI 172.5 left descending bank
Known as East Carondelet Fleet
(not used)
9. MI 171.2 right descending bank
Known as lower Notre Dame Fleet
(not used)

000000

INK

Named Insured EAGLE MARINE INDUSTRIES, INC.			Endorsement Number
Policy Symbol GLP	Policy Number 81 19 08	Policy Period 10-15-79-80	Effective Date of Endorsement 10-15-80
Issued By (Name of Insurance Company) Insurance Company of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

In consideration of the premium charged, it is agreed and understood the Named Insured is amended to read:

Eagle Marine Industries
Mt. Pleasant Harbor Service
Gateway Harbor Service, Inc.
Riverport Terminal and Fleeting, Inc.

007730

5-14-81 KC/CT 5-13-81 LB&B


Authorized Agent